

STATE OF NEW YORK

6569--A

2025-2026 Regular Sessions

IN ASSEMBLY

March 6, 2025

Introduced by M. of A. BORES, LAVINE, GALLAHAN, GALLAGHER -- read once and referred to the Committee on Consumer Affairs and Protection -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the general business law and the social services law, in relation to enacting the "consumer wheelchair repair bill of rights act"

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Short title. This act shall be known and may be cited as
2 the "consumer wheelchair repair bill of rights act".

3 § 2. Article 32 and section 670 of the general business law, as
4 amended by chapter 219 of the laws of 2006, are renumbered article 32-A
5 and section 676 and a new section 677 is added to read as follows:

6 § 677. Right to repair wheelchairs. 1. For the purposes of this
7 section, the following terms shall have the following meanings:

8 (a) (i) "Authorized repair provider" means a person that is unaffil-
9 iated with a manufacturer other than through an arrangement with such
10 manufacturer, whether for a definite or an indefinite period, in which
11 such manufacturer, for the purpose of offering to provide services to an
12 equipment owner regarding the owner's equipment or a part, grants such
13 person:

14 (1) a license to use a trade name, service mark, or other proprietary
15 identifier; or

16 (2) authorization under any other arrangement to act on behalf of such
17 manufacturer.

18 (ii) "Authorized repair provider" includes, but is not limited to, a
19 manufacturer that offers to provide services to an owner of such
20 manufacturer's equipment regarding such owner's equipment or a part if
21 such manufacturer does not have an arrangement with an unaffiliated
22 person, as described in subparagraph (i) of this subdivision.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 (b) "Documentation" means a manual; diagram, including a schematic
2 diagram; reporting output; service code description; or similar type of
3 information, whether in an electronic or tangible format, that a
4 manufacturer provides to an authorized repair provider for purposes of
5 assisting such authorized repair provider with services performed on
6 such manufacturer's equipment or a part.

7 (c) "Embedded software" means programmable instructions provided on
8 firmware delivered with an electronic component of equipment or with any
9 part for the purpose of restoring or improving operation of such equip-
10 ment or part; and shall include but not be limited to all relevant
11 patches and fixes that the manufacturer makes to equipment or to any
12 part for the purpose of restoring or improving such equipment or part.

13 (d) "Equipment" means a powered wheelchair.

14 (e) (i) "Fair and reasonable costs" with respect to obtaining documen-
15 tation, parts, embedded software, firmware, or tools from a manufacturer
16 to provide services, means terms that are equivalent to the most favora-
17 ble terms that such manufacturer offers to an authorized repair provider
18 and costs that are no greater than such manufacturer's suggested retail
19 price. Costs considered under this subparagraph shall be calculated
20 using net costs incurred, accounting for any discounts, rebates, or
21 incentives offered.

22 (ii) With respect to documentation, "fair and reasonable terms and
23 costs" means that the manufacturer provides such documentation, includ-
24 ing any relevant updates to such documentation, at no charge; except
25 that such manufacturer may charge a fee for a printed copy of such
26 documentation if the amount of such fee covers only such manufacturer's
27 actual cost to prepare and send such printed copy of such documentation.

28 (iii) With respect to tools that are software programs, "fair and
29 reasonable terms and costs" means that the manufacturer provides such
30 tools that are software programs:

31 (1) at no charge and without requiring authorization or internet
32 access or otherwise imposing impediments to access or use;

33 (2) in the course of effectuating the diagnosis, maintenance, or
34 repair and enabling the full functionality of the equipment or part; and

35 (3) in a manner that does not impair the efficient and cost-effective
36 performance of the equipment or part.

37 (f) "Firmware" means a software program or set of instructions
38 programmed on equipment or a part to allow such equipment or part to
39 communicate with itself or with other computer hardware.

40 (g) (i) "Independent repair provider", except as otherwise provided in
41 subparagraph (ii) of this paragraph, means a person in the state that
42 is:

43 (1) neither a manufacturer's authorized repair provider nor affiliated
44 with a manufacturer's authorized repair provider; and

45 (2) engaged in offering or providing services.

46 (ii) "Independent repair provider" means:

47 (1) an authorized repair provider if such authorized repair provider
48 is offering or providing services for a manufacturer other than a
49 manufacturer with which such authorized repair provider has an arrange-
50 ment described in paragraph (a) of this subdivision; or

51 (2) a manufacturer with respect to offering or providing services for
52 another manufacturer's equipment or part.

53 (h) "Original equipment manufacturer" or "manufacturer" means a person
54 doing business in the state and engaged in the business of selling,
55 leasing, or otherwise supplying new equipment or parts manufactured by
56 or on behalf of itself to any individual, business, or other entity.

1 (i) "Owner" means a person that owns equipment or an agent of such
2 person.

3 (j) "Part" means a new or used replacement part for equipment that a
4 manufacturer offers for sale or otherwise makes available for the
5 purpose of providing services.

6 (k) "Powered wheelchair" means a motorized wheeled device designed for
7 use by a person with a physical disability.

8 (l) "Services" means diagnostic, maintenance, or repair services
9 performed on equipment or a part.

10 (m) "Tools" means any software program, hardware implement, or other
11 apparatus used for diagnosis, maintenance, or repair of equipment or
12 parts, including software or other mechanism that provides, programs, or
13 pairs a new part; calibrates functionality; or performs any other func-
14 tion required to return such equipment or part to fully functional
15 condition.

16 (n) "Trade secret" means the whole or any portion or phase of any
17 scientific or technical information, design, process, procedure, formu-
18 la, improvement, confidential business or financial information, listing
19 of names, addresses, or telephone numbers, or other information relating
20 to any business or profession which is secret and of value. To be a
21 "trade secret" the owner thereof shall have taken measures to prevent
22 the secret from becoming available to persons other than those selected
23 by the owner to have access thereto for limited purposes.

24 2. (a) Except as provided under paragraph (b) of this subdivision:

25 (i) For the purpose of providing services for equipment in the state,
26 an original equipment manufacturer shall, with fair and reasonable terms
27 and costs, make available to an independent repair provider or owner of
28 such manufacturer's equipment any documentation, parts, embedded soft-
29 ware, firmware, or tools that are intended for use with the equipment or
30 any part, including updates to documentation, parts, embedded software,
31 firmware, or tools.

32 (ii) With respect to equipment that contains an electronic security
33 lock or other security-related function, a manufacturer shall, with fair
34 and reasonable terms and costs, make available to independent repair
35 providers and owners any documentation, parts, embedded software, firm-
36 ware, or tools needed to reset the lock or function when disabled in the
37 course of providing services. The manufacturer may make the documenta-
38 tion, parts, embedded software, firmware, or tools available to inde-
39 pendent repair providers and owners through appropriate secure release
40 systems.

41 (b) (i) Paragraph (a) of this subdivision shall not apply to:

42 (1) a part that is no longer available to the original equipment
43 manufacturer; or

44 (2) conduct that would require the manufacturer to divulge a trade
45 secret; except that a manufacturer shall not refuse to make available to
46 an independent repair provider or owner any documentation, part, embed-
47 ded software, firmware, or tool necessary to provide services on grounds
48 that such documentation, part, embedded software, firmware, or tool
49 itself is a trade secret.

50 (ii) (1) A manufacturer may redact documentation to remove trade
51 secrets from such documentation before providing access to such documen-
52 tation if the usability of such redacted documentation for the purpose
53 of providing services is not diminished.

54 (2) A manufacturer may withhold information regarding a component of,
55 design of, functionality of, or process of developing a part, embedded
56 software, firmware, or a tool if such information is a trade secret and

1 the usability of such part, embedded software, firmware, or tool for the
2 purpose of providing services is not diminished.

3 (c) An original equipment manufacturer shall not be liable for faulty
4 or otherwise improper repairs provided by independent repair providers
5 or owners, including faulty or otherwise improper repairs that cause:

6 (i) damage to powered wheelchairs that occur during such repairs;
7 (ii) any indirect, incidental, special, or consequential damages; or
8 (iii) an inability to use, or a reduced functionality of, a powered
9 wheelchair resulting from the faulty or otherwise improper repair.

10 3. (a) Except as provided under paragraph (b) of this subdivision,
11 nothing in this section shall:

12 (i) alter the terms of any contract or other arrangement in force on
13 the effective date of this section between an original equipment
14 manufacturer and an authorized repair provider, including the perform-
15 ance or provision of warranty or recall repair work and any exclusivity
16 or noncompete clause in a contract;

17 (ii) require a manufacturer to provide an independent repair provider
18 or owner access to information, other than documentation, that such
19 manufacturer provides to an authorized repair provider pursuant to a
20 contract or other arrangement with such authorized repair provider
21 except as necessary to comply with paragraph (a) of subdivision two of
22 this section; or

23 (iii) exempt a manufacturer from a products liability claim that is
24 otherwise authorized under law.

25 (b) With respect to a contract or other arrangement, or renewal of a
26 contract or existing arrangement, that an original equipment manufactur-
27 er enters into after the effective date of this section, any contract
28 term, provision, agreement, or language in such contract or arrangement
29 that waives, avoids, restricts, or limits such manufacturer's obli-
30 gations under this section shall be void and unenforceable.

31 § 3. The general business law is amended by adding a new section 678
32 to read as follows:

33 § 678. Timely repair of wheelchairs. 1. No later than one year after
34 the effective date of this section, and after consultation with the
35 deputy secretary for human services and mental hygiene, the office of
36 the chief disability officer shall establish a "timely repair for wheel-
37 chair program" under which wheelchair manufacturers and authorized
38 wheelchair dealers or wheelchair lessors shall be held accountable for
39 wheelchair repairs requested by wheelchair owners as provided in this
40 section.

41 2. The chief disability officer shall require all wheelchair repairs
42 in the state to be completed within ten days of a request for such
43 repair. Such ten-day period shall start on the first business day
44 following the date of the request, provided that such wheelchair owner
45 permits a wheelchair manufacturer, authorized wheelchair dealer or
46 wheelchair lessor to access the device by either delivery to the custody
47 of such wheelchair manufacturer, authorized wheelchair dealer or wheel-
48 chair lessor, or alternatively, to the identified agent or other repre-
49 sentative. This election by the wheelchair owner can include at their
50 personal home, the home of a specified friend, a school, a dayhab
51 program, place of employment, or medical facility.

52 3. During the repair process, if any condition or defect renders a
53 wheelchair out of service for a total of thirty days or longer, the
54 owner of such wheelchair shall be entitled to receive a temporary wheel-
55 chair from the manufacturer of such owner's wheelchair for use until
56 such wheelchair owner's wheelchair is repaired and returned.

1 4. A wheelchair manufacturer, authorized wheelchair dealer or wheel-
2 chair lessor shall maintain an electronic mail address and a phone line
3 that is dedicated solely to receiving wheelchair repair requests. Such
4 electronic mail address and phone line shall be accessible each day and
5 capable of receiving and recording messages. Authorized wheelchair deal-
6 ers shall: (a) respond to a request for wheelchair repair no later than
7 one business day after the date such request was made; and (b) order
8 parts necessary for a wheelchair repair no later than three business
9 days after assessing the need for such repair.

10 5. The office of the chief disability officer shall maintain a phone
11 number and electronic mail address to be posted conspicuously on its
12 website, to receive and record complaints regarding timely wheelchair
13 repairs. No later than January first, two thousand twenty-seven, and
14 annually thereafter, the chief disability officer shall submit a report
15 to the governor and the legislature regarding any complaints received
16 and recorded pursuant to this subdivision. Such report shall be
17 published on the website of the office of the chief disability officer
18 and visible to the general public.

19 6. (a) No later than December thirty-first, two thousand twenty-eight,
20 and annually thereafter, an authorized wheelchair dealer that contracts
21 with the state to sell or lease wheelchairs to Medicaid recipients shall
22 submit a report to the office of the chief disability officer regarding
23 repair of such wheelchairs. Such report shall include, but not be limit-
24 ed to, minimum, maximum and average times from the date and time of a
25 wheelchair repair request for such authorized wheelchair dealer to: (i)
26 respond; (ii) conduct a repair assessment (1) in the home or other
27 community location, (2) remotely, or (3) at a repair facility; (iii)
28 request any necessary prior authorization from the department of social
29 services and receive a decision from the department of social services
30 on such request; (iv) order any wheelchair parts needed; (v) receive
31 delivery of any needed repair parts; and (vi) complete repairs (1) in
32 the home or other community location, (2) remotely, or (3) at a repair
33 facility.

34 (b) The office of the chief disability officer shall make the report
35 submitted under paragraph (a) of this subdivision available to the
36 public within sixty days of receiving it.

37 7. The chief disability officer, in conjunction with the attorney
38 general's office, shall promulgate rules, regulations, reporting
39 requirements, and penalties necessary to establish the timely repair for
40 wheelchair program and implement the provisions of this section.

41 § 4. The social services law is amended by adding a new section 367-j
42 to read as follows:

43 § 367-j. Reimbursement and billing procedures for wheelchairs. 1. The
44 commissioner shall maintain specific reimbursement and billing proce-
45 dures under this title for the evaluation, diagnosis and repair of
46 wheelchairs, to ensure that Medicaid payments for such service permit
47 adequate access to such products and services for complex needs of
48 patients and take into account the significant resources, infrastruc-
49 ture, and staff needed to make such evaluation, diagnosis and repair of
50 wheelchairs.

51 2. The commissioner shall monitor the addition of new billing codes
52 for the evaluation, diagnosis and repair of wheelchairs by the Medicare
53 program and shall expeditiously incorporate such codes under this
54 section.

55 3. Where reimbursement rates are determined by a managed care organ-
56 ization, such rates shall be determined consistent with this subdivi-

1 sion. The commissioner of social services may establish minimum bench-
2 mark reimbursement rates to be paid by managed care organizations under
3 this paragraph.

4 4. For the purposes of this section, the term "wheelchair" means a
5 manual or motorized wheeled device designed for use by a person with a
6 physical disability, and shall apply to such devices whether owned or
7 leased.

8 § 5. Paragraph a and subparagraphs 1 and 2 of paragraph b of subdivi-
9 sion 2 and paragraph a of subdivision 3 of section 676 of the general
10 business law, as amended by chapter 219 of the laws of 2006 and such
11 section as renumbered by section two of this act, are amended to read as
12 follows:

13 a. A manufacturer who sells a wheelchair to a consumer, either direct-
14 ly or through a wheelchair dealer, shall furnish the consumer with an
15 express warranty for the wheelchair. The duration of the express warran-
16 ty shall be not less than [~~one year~~] two years after first delivery of
17 the wheelchair to the consumer. In the absence of an express warranty
18 from the manufacturer, the manufacturer shall be deemed to have express-
19 ly warranted to the consumer of a wheelchair that, for a period of [~~one~~
20 ~~year~~] two years from the date of first delivery to the consumer, the
21 wheelchair will be free from any condition or defect which substantially
22 impairs the value of the wheelchair to the consumer.

23 (1) By law, the manufacturer shall be deemed to have provided to you,
24 the purchaser of a wheelchair, a [~~one~~] two year warranty which starts on
25 the date of first delivery to you. This warranty provides that the
26 wheelchair will be free from any condition or defect that substantially
27 impairs its use, value or safety.

28 (2) To ensure you receive the benefits of this warranty, you must
29 report any problems and make the wheelchair available to the manufactur-
30 er, authorized wheelchair dealer or wheelchair lessor for repair before
31 [~~one year~~] two years after first delivery.

32 a. If a new wheelchair does not conform to an applicable express
33 warranty and the consumer reports the nonconformity to the manufacturer,
34 the wheelchair lessor or any of the manufacturer's authorized wheelchair
35 dealers and makes the wheelchair available for repair before [~~one year~~]
36 two years after first delivery of the wheelchair to a consumer, the
37 nonconformity shall be repaired at no charge to the consumer.

38 § 6. The general business law is amended by adding a new section 679
39 to read as follows:

40 § 679. Medically necessary wheelchair repairs. 1. Notwithstanding any
41 other provision of law, any wheelchair repair that is needed within five
42 years of the initial prescription shall be deemed medically necessary
43 and shall not require a new prescription or prior authorization from
44 insurance before proceeding with repair.

45 2. The chief disability officer shall seek any federal approval neces-
46 sary, including amending the Medicaid state plan or applying for a Medi-
47 caid waiver, to implement the provisions of this section.

48 3. The department of financial services shall promulgate any rules
49 and/or regulations to implement the provisions of this section.

50 § 7. This act shall take effect January 1, 2026.