

# STATE OF NEW YORK

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2025-2026 Regular Sessions

## IN SENATE

February 6, 2025

Introduced by Sens. FAHY, ASHBY, RHOADS, ROLISON, C. RYAN, SCARCELLA-SPANTON -- read twice and ordered printed, and when printed to be committed to the Committee on Consumer Protection -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, amended and ordered reprinted, retaining its place in the order of third reading

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

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

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1 such manufacturer does not have an arrangement with an unaffiliated  
2 person, as described in subparagraph (i) of this subdivision.

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

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

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

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

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

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

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

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

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

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

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

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

47 (2) engaged in offering or providing services.

48 (ii) "Independent repair provider" means:

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

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

55 (h) "Original equipment manufacturer" or "manufacturer" means a person  
56 doing business in the state and engaged in the business of selling,

1 leasing, or otherwise supplying new equipment or parts manufactured by  
2 or on behalf of itself to any individual, business, or other entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 (2) A manufacturer may withhold information regarding a component of,  
2 design of, functionality of, or process of developing a part, embedded  
3 software, firmware, or a tool if such information is a trade secret and  
4 the usability of such part, embedded software, firmware, or tool for the  
5 purpose of providing services is not diminished.

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

9 (i) damage to powered wheelchairs that occur during such repairs;

10 (ii) any indirect, incidental, special, or consequential damages; or

11 (iii) an inability to use, or a reduced functionality of, a powered  
12 wheelchair resulting from the faulty or otherwise improper repair.

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

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

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

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

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

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

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

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

55 3. During the repair process, if any condition or defect renders a  
56 wheelchair out of service for a total of thirty days or longer, the

1 owner of such wheelchair shall be entitled to receive a temporary wheel-  
2 chair from the manufacturer of such owner's wheelchair for use until  
3 such wheelchair owner's wheelchair is repaired and returned.

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

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

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

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

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

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

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

54 2. The commissioner shall monitor the addition of new billing codes  
55 for the evaluation, diagnosis and repair of wheelchairs by the Medicare

1 program and shall expeditiously incorporate such codes under this  
2 section.

3 3. Where reimbursement rates are determined by a managed care organ-  
4 ization, such rates shall be determined consistent with this subdivi-  
5 sion. The commissioner of social services may establish minimum bench-  
6 mark reimbursement rates to be paid by managed care organizations under  
7 this paragraph.

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

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

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

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

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

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

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

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

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

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

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