

**HOUSE . . . . . No.**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*James J. O'Day*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to wheelchair repair requirements and consumer protection.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>James J. O'Day</i>	<i>14th Worcester</i>	<i>1/17/2025</i>

**HOUSE . . . . . No.**

[Pin Slip]

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**

An Act relative to wheelchair repair requirements and consumer protection.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Chapter 93 of the General Laws is hereby amended by inserting after  
2 section 107 the following section:-

3 Section 107 ½. (A) As used in this section the following words shall have the following  
4 meanings unless the context clearly indicates otherwise:—

5 (1) "Authorized wheelchair dealer" means any company doing business in the state  
6 selling or leasing wheelchairs, including complex rehabilitation technology wheelchairs.

7 (2) "Complex rehabilitation technology" has the same meaning as provided in the general  
8 statutes.

9 (3) "Complex rehabilitation technology wheelchair" means a specialized, medically  
10 necessary manual or powered wheelchair individually configured for the user with specialized  
11 equipment that requires evaluation, configuration, fitting, adjustment, programming and long-  
12 term maintenance and repair services.

13           (4) "Consumer" means the purchaser or lessee of a wheelchair, including a complex  
14 rehabilitation technology wheelchair, irrespective of whether the purchase or lease of the  
15 wheelchair is funded in whole or in part by the consumer or privately or publicly funded health  
16 insurance.

17           (5) "Timely repair" means as soon as practicable but not later than ten business days after  
18 the date of request for repair from a consumer, provided (A) the consumer makes the wheelchair  
19 available, (B) any prior authorization required from an insurer has been acquired, and (C) any  
20 time spent waiting for prior authorization from an insurer or for delivery of necessary parts  
21 ordered for the repair by an authorized wheelchair dealer shall not be included in the ten business  
22 days.

23           (6) "Wheelchair" means a manual or motorized wheeled device that enhances the  
24 mobility or positioning of an individual with a disability and includes a complex rehabilitation  
25 technology wheelchair.

26           (B) An authorized wheelchair dealer shall timely repair a wheelchair, including a  
27 complex rehabilitation technology wheelchair, sold or leased by such dealer in the state. An  
28 authorized wheelchair dealer who sells or leases a complex rehabilitation technology wheelchair  
29 in the state shall provide timely repair of such wheelchair at a consumer's home upon request.

30           (C) An authorized wheelchair dealer shall maintain an electronic mail address and a  
31 phone line for consumer repair requests that are accessible each business day and capable of  
32 receiving and recording messages. The authorized wheelchair dealer shall (1) respond to a  
33 request for wheelchair repair not later than one business day after the date of request, and (2)

34 order parts for a repair not later than three business days after assessing the need for the repair or  
35 after receiving prior authorization from an insurer for the repair.

36 (D) Manufacturers shall fill all repair and replacement orders for wheelchairs

37 [2] pursuant to this section from their own inventory or have a written subcontract for the  
38 purchase of items necessary to fill repair and replacement orders; provided, however, that the  
39 subcontract shall be in writing and contain, at a minimum: (i) names, addresses, phone numbers  
40 and contact information for both entities; (ii) the contract term start and end dates; (iii) a  
41 description of the wheelchairs covered under the subcontract and the cost of each item; (iv)  
42 signatures of both parties, including signature dates and position titles; (v) an established credit  
43 limit that is reasonable, based on the value of the products and services to be provided by the  
44 contractor; and (vi) a provision requiring shipping of parts, whenever feasible, by overnight mail.

45 (E) (1) Nothing contained in this section shall be deemed to limit any rights or remedies  
46 available to a consumer under any other law. Any waiver by a consumer of rights under this  
47 section shall be void.

48 (2) In addition to pursuing any other remedy, a consumer may bring an action to recover  
49 for damages caused by a violation of this section. The court shall award a consumer who prevails  
50 in such an action twice the amount of any pecuniary loss, together with costs, disbursements and  
51 reasonable attorney fees, and any equitable relief that the court deems is appropriate.

52 (3) The attorney general from time to time shall promulgate such rules and regulations as  
53 deemed necessary for the interpretation, implementation, administration, and enforcement of  
54 section 170 1/2. Such authority shall be in addition to, and not in derogation of, the attorney

55 general's authority to promulgate rules and regulations under section two of chapter ninety-three  
56 A.

57 SECTION. 2. Chapter 118E of the General Laws is hereby amended by inserting after  
58 section 10Q the following section:-

59 Section 10R. For purposes of this section, “complex rehabilitation technology  
60 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
61 requires evaluation, configuration, fitting, adjustment or programming that is medically  
62 necessary to enhance the mobility or positioning of an individual with a disability.

63 The division and its contracted health insurers, health plans, health maintenance  
64 organizations, behavioral health management firms and third-party administrators under  
65 contract to a Medicaid managed care organization or primary care clinician plan shall not  
66 require a preauthorization for any repair of a complex rehabilitation technology wheelchair  
67 unless the original prescription is more than five years old.

68 SECTION 3. Chapter 175 of the General Laws is hereby amended by inserting after  
69 section 47UU the following section:-

70 Section 47VV. For purposes of this section, “complex rehabilitation technology  
71 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
72 requires evaluation, configuration, fitting, adjustment or programming that is medically  
73 necessary to enhance the mobility or positioning of an individual with a disability.

74 Any policy, contract, agreement, plan or certificate of insurance issued, delivered or  
75 renewed within the commonwealth, which is considered creditable coverage under section 1 of

76 chapter 111M, shall not require a member to obtain a preauthorization for any repair of a  
77 complex rehabilitation technology wheelchair unless the original prescription is more than five  
78 years old.

79 SECTION 4. Chapter 176A of the General Laws is hereby amended by inserting after  
80 section 8VV the following section:-

81 Section 8WW. For purposes of this section, “complex rehabilitation technology  
82 wheelchair” shall mean an individually configured manual or motorized wheeled device that  
83 requires evaluation, configuration, fitting, adjustment or programming that is medically  
84 necessary to enhance the mobility or positioning of an individual with a disability.

85 Any contract between a subscriber and the corporation under an individual or group  
86 hospital service plan that is delivered, issued or renewed within the commonwealth shall not  
87 require a member to obtain a preauthorization for any repair of a complex

88 rehabilitation technology wheelchair unless the original prescription is more than five  
89 years old.

90 SECTION 5. Chapter 176B of the General Laws is hereby amended by inserting after  
91 section 4VV the following section:-

92 Section 4WW. For purposes of this section, “complex rehabilitation technology  
93 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
94 requires evaluation, configuration, fitting, adjustment or programming that is medically  
95 necessary to enhance the mobility or positioning of an individual with a disability.

96 Any subscription certificate under an individual or group medical service agreement  
97 delivered, issued or renewed within the commonwealth shall not require a member to unless the  
98 original prescription is more than five years old.

99 SECTION 6. Chapter 176G of the General Laws is hereby amended by inserting after  
100 section 4NN the following section:-

101 Section 4OO. For purposes of this section, “complex rehabilitation technology  
102 wheelchair” shall mean an individually configured manual or motorized wheeled device that  
103 requires evaluation, configuration, fitting, adjustment, or programming that is medically  
104 necessary to enhance the mobility or positioning of an individual with a disability.

105 Any individual or group health maintenance contract that is issued or renewed shall not  
106 require a member to obtain a preauthorization for any repair of a complex rehabilitation  
107 technology wheelchair unless the original prescription is more than five years old.

108 SECTION 7. Section 25 of chapter 176O of the General Laws, as appearing in the 2022  
109 Official Edition, is hereby amended by inserting after the word “services”, in line 49, the  
110 following words:- ; provided, however, that a health plan shall not require a prior authorization  
111 for any repair of a complex rehabilitation technology wheelchair unless the original prescription  
112 is more than five years old.