

HB

451

*adopted by
S. RLS 5-9-98*

**SENATE CS FOR CS FOR HOUSE BILL NO. 451(RLS)
IN THE LEGISLATURE OF THE STATE OF ALASKA
TWENTIETH LEGISLATURE - SECOND SESSION**

BY THE SENATE RULES COMMITTEE

**Offered:
Referred:**

Sponsor(s): REPRESENTATIVES GREEN, Davies, Berkowitz, Porter

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to assistive technology devices and mobility aids for physically**
2 **disabled persons."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 *** Section 1.** AS 45.45 is amended by adding new sections to read:

5 **Article 8A. Warranties For Assistive Technology Devices and Mobility Aids.**

6 **Sec. 45.45.600. Express warranty required.** A manufacturer who sells an
7 assistive technology device or a mobility aid to a consumer, either directly or through
8 a dealer, shall furnish the consumer with an express warranty stating that the assistive
9 technology device or mobility aid is free from any nonconformity. The duration of the
10 express warranty shall be not less than one year after first delivery of the assistive
11 technology device or mobility aid to a consumer. If a manufacturer fails to furnish an
12 express warranty as required by this section, the assistive technology device or
13 mobility aid shall be covered by the express warranty as if the manufacturer had
14 furnished an express warranty to the consumer as required by this section.

1 **Sec. 45.45.610. Repairs of nonconformities.** If a new assistive technology
2 device or mobility aid does not conform to an applicable express warranty and the
3 consumer reports the nonconformity to the manufacturer, the lessor, or any of the
4 manufacturer's authorized dealers and makes the assistive technology device or
5 mobility aid available for repair before one year after first delivery of the assistive
6 technology device or mobility aid to a consumer, the nonconformity shall be repaired
7 and the manufacturer shall pay collateral costs incurred by the consumer.

8 **Sec. 45.45.620. Returns of nonrepairable goods; refunds.** If, after a
9 reasonable attempt to repair, the nonconformity reported under AS 45.45.610 is not
10 repaired, the manufacturer shall

11 (1) at the direction of a consumer who has not leased the assistive
12 technology device or the mobility aid from a dealer, do one of the following:

13 (A) accept return of the assistive technology device or mobility
14 aid and replace the assistive technology device or mobility aid with a
15 comparable new assistive technology device or mobility aid and, within 30
16 days, refund any collateral costs;

17 (B) accept return of the assistive technology device or mobility
18 aid and, within 30 days, refund to the consumer and to a holder of a perfected
19 security interest in the consumer's assistive technology device or mobility aid,
20 as their interest may appear, the full purchase price plus any finance charge,
21 amount paid by the consumer at the point of sale, and collateral costs, less a
22 reasonable allowance for use; a reasonable allowance for use may not exceed
23 the amount obtained by multiplying the full purchase price of the assistive
24 technology device or mobility aid by a fraction, the denominator of which is
25 1,825 and the numerator of which is the number of days that the assistive
26 technology device or mobility aid was used before the consumer first reported
27 the nonconformity to the dealer;

28 (2) with respect to a consumer who has leased the assistive technology
29 device or mobility aid from a dealer, accept return of the assistive technology device
30 or mobility aid, refund to the lessor and to a holder of a perfected security interest in
31 the assistive technology device or mobility aid, as their interest may appear, the current

1 value of the written lease, and refund to the consumer the amount that the consumer
 2 paid under the written lease plus any collateral costs, less a reasonable allowance for
 3 use; in this paragraph,

4 (A) the current value of the written lease equals the total
 5 amount for which that lease obligates the consumer during the period of the
 6 lease remaining after its early termination, plus the dealer's early termination
 7 costs and the value of the assistive technology device or mobility aid at the
 8 lease expiration date if the lease sets out that value, less the lessor's early
 9 termination savings;

10 (B) a reasonable allowance for use may not exceed the amount
 11 obtained by multiplying the total amount for which the written lease obligates
 12 the consumer by a fraction, the denominator of which is 1,825 and the
 13 numerator of which is the number of days that the consumer used the assistive
 14 technology device or mobility aid before first reporting the nonconformity to
 15 the manufacturer, lessor, or dealer.

16 **Sec. 45.45.630. Procedures for returns and refunds.** (a) To receive a
 17 comparable new assistive technology device or mobility aid or a refund under
 18 AS 45.45.620(1), a consumer shall offer to transfer possession of the assistive
 19 technology device or mobility aid having the nonconformity to its manufacturer. No
 20 later than 30 days after that offer, the manufacturer shall provide the consumer with
 21 the comparable new assistive technology device or mobility aid or with a refund.
 22 When the manufacturer provides the new assistive technology device or mobility aid
 23 or refund, the consumer shall return the assistive technology device or mobility aid
 24 having the nonconformity to the manufacturer, along with any endorsements necessary
 25 to transfer real possession to the manufacturer.

26 (b) To receive a refund under AS 45.45.620(2), a consumer shall offer to
 27 return the assistive technology device or mobility aid having the nonconformity to its
 28 manufacturer. No later than 30 days after that offer, the manufacturer shall provide
 29 the refund to the consumer. When the manufacturer provides the refund, the consumer
 30 shall return to the manufacturer the assistive technology device or mobility aid having
 31 the nonconformity.

1 (c) To receive a refund under AS 45.45.620(2), a lessor shall offer to transfer
2 possession of the assistive technology device or mobility aid having the nonconformity
3 to its manufacturer. No later than 30 days after that offer, the manufacturer shall
4 provide the refund to the lessor. When the manufacturer provides the refund, the
5 lessor shall provide to the manufacturer any endorsements necessary to transfer legal
6 possession to the manufacturer.

7 **Sec. 45.45.640. Lease unenforceable after refund.** A person may not enforce
8 the lease for an assistive technology device or a mobility aid against the consumer
9 after the consumer receives a refund under AS 45.45.600 - 45.45.690.

10 **Sec. 45.45.650. Limits on sale or lease of returned equipment.** An assistive
11 technology device or mobility aid returned by a consumer or a lessor in this state
12 under AS 45.45.600 - 45.45.690, or by a consumer or lessor in another state under a
13 similar law of that state, may not be sold or leased again in this state unless full
14 disclosure of the reasons for return is made to any prospective buyer or lessee.

15 **Sec. 45.45.660. Rights may not be waived.** A waiver by a consumer of rights
16 under AS 45.45.600 - 45.45.690 is void.

17 **Sec. 45.45.670. No limitation of other rights.** AS 45.45.600 - 45.45.690 do
18 not limit rights or remedies available to a consumer under any other law.

19 **Sec. 45.45.680. Action for damages authorized.** In addition to pursuing
20 another remedy, a consumer may bring an action to recover for damages caused by a
21 violation of AS 45.45.600 - 45.45.690. The court shall award a consumer who prevails
22 in an action under this section twice the amount of any pecuniary loss, together with
23 costs, disbursements, and reasonable attorney fees, and any equitable relief that the
24 court determines is appropriate.

25 **Sec. 45.45.690. Definitions.** In AS 45.45.600 - 45.45.690,

26 (1) "assistive technology device" means an item, piece of equipment,
27 or product system, whether acquired commercially off the shelf, modified, or
28 customized, that is used or designed to be used to increase, maintain, or improve a
29 functional capability of an individual with disabilities; an assistive technology device
30 system that, as a whole, is within the definition of "assistive technology device," is
31 itself an assistive technology device, and in such case the term also applies to each

1 component product of the assistive technology device system that is itself ordinarily
2 an assistive technology device; to the extent that a device otherwise meets the
3 requirements of this paragraph, "assistive technology device" includes

4 (A) wheelchairs and scooters of any kind, and other aids that
5 enhance the mobility or positioning of an individual, such as motorization,
6 motorized positioning features, and the switches and controls for motorized
7 features;

8 (B) hearing aids, telephone communication devices for the deaf,
9 and other assistive listening devices;

10 (C) computer equipment and reading devices with voice output,
11 optical scanners, talking software, braille printers, and other aids and devices
12 that provide access to text;

13 (D) computer equipment with voice output, artificial larynges,
14 voice amplification devices, and other alternative and augmentative
15 communication devices;

16 (E) voice recognition computer equipment, software and
17 hardware accommodations, switches, and other forms of alternative access to
18 computers;

19 (F) environmental control units; and

20 (G) simple mechanical aids that enhance the functional
21 capabilities of an individual with disabilities;

22 (2) "assistive technology device system" means the final product
23 resulting from a manufacturer customizing, adapting, reconfiguring, refitting,
24 refurbishing, or composing into a system one or more component products, whether
25 or not new, that may be assistive technology devices or standard products of the same
26 or other manufacturer;

27 (3) "collateral costs" means the following expenses incurred by a
28 consumer:

29 (A) medical expenses for the treatment of a physical injury
30 caused by a nonconformity in an assistive technology device or mobility aid;

31 (B) the cost to rent a substitute assistive technology device or

1 mobility aid during the time repairs are attempted for an assistive technology
 2 device or mobility aid that has a nonconformity and during the time preceding
 3 receipt of a replacement when repairs have been unsuccessful;

4 (C) the cost of shipping an assistive technology device or
 5 mobility aid that has a nonconformity to a manufacturer, lessor, or authorized
 6 dealer for repair or replacement; and

7 (D) the documented costs of long-distance telephone calls and
 8 facsimile transmissions used to contact the manufacturer, lessor, or authorized
 9 dealer for the purpose of effecting a repair or replacement of an assistive
 10 technology device or mobility aid that has a nonconformity;

11 (4) "consumer" means

12 (A) the purchaser of an assistive technology device or mobility
 13 aid, if the assistive technology device or mobility aid was purchased from a
 14 dealer or manufacturer for purposes other than resale;

15 (B) a person to whom the assistive technology device or
 16 mobility aid is transferred for purposes other than resale, if the transfer occurs
 17 before the expiration of an express warranty applicable to the assistive
 18 technology device or mobility aid;

19 (C) a person who may enforce the warranty; or

20 (D) a person who leases an assistive technology device or a
 21 mobility aid from a lessor under a written lease;

22 (5) "dealer" means a person who is in the business of selling assistive
 23 technology devices or mobility aids without assembly or modification;

24 (6) "demonstrator" means an assistive technology device or a mobility
 25 aid used primarily for the purpose of demonstration to the public;

26 (7) "early termination cost" means any expense or obligation that a
 27 lessor incurs as a result of both the termination of a written lease before the
 28 termination date set out in that lease and the return of an assistive technology device
 29 or mobility aid to a manufacturer; "early termination cost" includes a penalty for
 30 prepayment under a finance arrangement;

31 (8) "early termination savings" means any expense or obligation that

1 a lessor avoids as a result of both the termination of a written lease before the
 2 termination date set out in that lease and the return of an assistive technology device
 3 or mobility aid to a manufacturer; "early termination savings" includes an interest
 4 charge that the lessor would have paid to finance the assistive technology device or
 5 mobility aid or, if the lessor does not finance the assistive technology device or
 6 mobility aid, the difference between the total amount for which the lease obligates the
 7 consumer during the period of the lease term remaining after the early termination and
 8 the present value of that amount at the date of the early termination;

9 (9) "lessor" means a person who leases an assistive technology device
 10 or mobility aid to a consumer, or who holds the lessor's rights, under a written lease;

11 (10) "manufacturer" means a person who is in the business of
 12 manufacturing, modifying, or assembling assistive technology devices or mobility aids
 13 and agents of that person, including an importer, a distributor, factory branch,
 14 distributor branch, and any warrantors of the manufacturer's assistive technology
 15 devices or mobility aids, but does not include a dealer;

16 (11) "mobility aid" means equipment or a device, including a
 17 demonstrator, designed to assist the mobility of a physically disabled person, that a
 18 consumer purchases or accepts transfer of in this state; in this paragraph, "device"
 19 includes

20 (A) a motorized or nonmotorized wheelchair;

21 (B) a scooter;

22 (C) an automotive crane;

23 (D) a van lift; and

24 (E) special hand controls for a motor vehicle;

25 (12) "nonconformity" means a condition or defect that substantially
 26 impairs the use, value, or safety of an assistive technology device or mobility aid or
 27 a component of the assistive technology device or mobility aid, but does not include
 28 a condition or defect that is the result of abuse, neglect, or unauthorized modification
 29 or alteration of the assistive technology device or mobility aid or a component of the
 30 assistive technology device or mobility aid by a consumer;

31 (13) "reasonable attempt to repair" means either of the following

1 occurring within the term of an express warranty applicable to a new assistive
 2 technology device or mobility aid or within one year after first delivery of the assistive
 3 technology device or mobility aid to a consumer, whichever is sooner:

4 (A) the same nonconformity with the warranty is subject to
 5 repair by the manufacturer, lessor, or any of the manufacturer's authorized
 6 dealers at least four times and the nonconformity continues;

7 (B) the assistive technology device or mobility aid is out of
 8 service for an aggregate of at least 30 days because of warranty
 9 nonconformities.

10 * Sec. 2. AS 47.80 is amended by adding a new section to read:

11 **Article 5A. Teachers Who Teach the Use of Certain Aids or Devices**
 12 **for the Blind and Visually Impaired.**

13 **Sec. 47.80.400. Qualifications for teaching the use of certain aids or**
 14 **devices for the blind and visually impaired.** (a) A person who is employed to teach
 15 the use of orientation and mobility aids or assistive technology devices to students who
 16 are 16 years of age or older and who are blind or visually impaired may not receive
 17 payment from the state or a political subdivision of the state unless the person meets
 18 the training and experience requirements established by the department under this
 19 section.

20 (b) The department shall, by regulation, establish minimum requirements for
 21 training and experience of persons who teach the use of orientation and mobility aids
 22 or assistive technology devices to students who are 16 years of age or older and who
 23 are blind or visually impaired. The department shall consider the standards adopted
 24 by national organizations that provide services to the blind and visually impaired when
 25 setting requirements under this section.

26 * Sec. 3. GRACE PERIOD FOR CURRENT TEACHERS. Notwithstanding the
 27 requirements of AS 47.80.400, enacted by sec. 2 of this Act, a person employed on the
 28 effective date of this Act to teach the use of orientation and mobility aids or assistive
 29 technology devices to students who are 16 years of age or older and who are blind or visually
 30 impaired may continue to be employed by that employer without meeting the requirements
 31 of AS 47.80.400(b), enacted by sec. 2 of this Act, until one year after the effective date of this

1 Act.

2 * **Sec. 4. EFFECT ON CONTRACTS.** Nothing in this Act modifies or terminates a
3 contract in effect on the effective date of this Act.

4 * **Sec. 5. APPLICABILITY.** Section 1 of this Act applies to sales and leases of assistive
5 technology devices or mobility aids entered into on or after the effective date of this Act.



Official Business

Alaska State Legislature

Senate

State Capitol
Juneau, AK. 99801-1182

Rules Committee

MEMORANDVM

TO: Tim
FROM: Ben
DATE: 8 May 1998
IN RE: proposed Rules CS for HB 451

I reviewed the proposed Rules CS for HB 451, "An act relating to assistive technology devices and mobility aids for physically disabled persons." The primary change from the Judiciary CS is the addition of language requiring Department of Health & Social Services (DH&SS) to adopt regulations that govern who may teach the use of orientation or mobility aids to the visually-impaired and blind. This language in Section 2 of the CS (p. 8, ll. 10-25), sets out that those who instruct blind or visually impaired persons over 16 years of age in the use of orientation or mobility aids may only be paid with State funds if they meet DH&SS standards.

The second part of the new section mandates that DH&SS adopt regs establishing minimum requirements for those who instruct blind or visually impaired persons over 16 years of age in the use of orientation or mobility aids.

Section 3 of the proposed Rules CS provides a one-year grace period for those who instruct blind or visually impaired persons over 16 years of age in the use of orientation or mobility aids, to allow them to meet the new standards DH&SS will promulgate by regulation. Section 4 expressly states that nothing in the bill modifies or terminates a contract currently in effect.

The sponsor is happy with the changes, as are the affected groups who were previously objecting to the bill.



National Federation of the Blind of Alaska

May 8, 1998

Dear Senator Kelly:

I would like to begin by taking the opportunity to thank you for taking the views of the National Federation of the Blind of Alaska into account when considering H.B. 451. As you know, our primary concern was not with the bill itself, but rather with the amendment that suggested blind individuals be excluded in teaching orientation and mobility in Alaska.

I have spoken with Mel in Senator Taylor's office and Karisse in Representative Davies's office, who have been very helpful in addressing our concerns. They have assured me that the language, as it now reads in the bill, would allow for the consideration of standards that do not discriminate against blind orientation and mobility instructors. The bill, as I understand it, would also require that DVR develop standards that take into consideration the experiences and skills of blind individuals who are qualified to teach effective cane travel practices. We support standards that do not exclude blind people, and it is our understanding that the Division of Vocational Rehabilitation will come up with these standards.

Based on these assurances, the National Federation of the Blind of Alaska supports and encourages the passage of H.B. 451.

Thank you, once again, for considering our opinions in working on this bill. If I can be of further assistance, please do not hesitate to call me at 248-7770.

Sincerely,

Melody Lindsey, President
National Federation of the Blind of Alaska

Alaska State Legislature

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CHAIRMAN, JUDICIARY COMMITTEE
VICE CHAIRMAN, HEALTH, EDUCATION
& SOCIAL SERVICES COMMITTEE
MEMBER, GOVERNMENT COMMITTEE
MEMBER, PUBLIC UTILITIES
FINANCE COMMITTEE
DEPT. OF COMMERCE'S ECONOMIC
DEVELOPMENT
ALASKA GOVERNMENT

Representative Joe Green
District 10

TO: Senator Tim Kelly, Chairman *TK*
Senate Rules Committee

FR: Representative Joe Green *JG*

RE: HB 451 - Mobility Aids For Physically Disabled Persons

DATE: May 6, 1998

I request that the Rules Committee reconsider HB 451 - An Act relating to assistive devices for disabled persons, for the purpose of adopting a specific amendment.

Senator Taylor has prepared, and I have reviewed and approved, language that directs the Division of Vocational Rehabilitation to promulgate regulations to establish minimum qualifications and standards for persons who train sight impaired Alaskans to use mobility aids.

This amendment could provide a direct benefit to a large percentage of the more than 11-thousand sight impaired Alaskans. I have sought the input of the groups that advocate for, and provide services to, disabled Alaskans. These people initially requested that I introduce HB 451, and they support the amendment as written in version "R".

Thank you for your consideration.

Larry Meader
3401 Skipper Street
Anchorage, AK 99504
(333-3955)

May 6, 1998

Sen. Tim Kelly
State Legislature
State Capital
Juneau, AK 99508-1182

Dear Rep. Barnes

I am a past student at the Alaska Center for Blind Adults. Last weekend, at the National Federation of the blind Convention, I heard of a Bill (HB451), which has an amendment that requires the certification of anyone who teaches orientation and mobility to the blind. I am a firm believer in certification and standards; however, the Association for Education and Rehabilitation is the certifying body, and this organization will not certify blind people to teach mobility. I disagree with this amendment because it is discriminatory against the blind. I was taught by a blind mobility instructor and received excellent results. Therefore, I urge you to vote "no" on this bill, for it will take away a blind person's freedom of choice to become a mobility instructor. It is also a violation of the Americans with Disabilities Act, for it denies qualified people the write to teach mobility on the basis of their blindness.

Thank you for taking the time to read this letter. If you have any questions, please contact me at the address or telephone number above.

Sincerely,



Larry Meader

Alaska State Legislature

Chairman,
Judiciary Committee

Member,
Resources Committee
Rules Committee
Committee on Committees



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Senator Robin L. Taylor
Senate Majority Leader

HB451

Proposed Committee Substitute

The amendment incorporated into the proposed Committee Substitute for HB 451 adds a provision requiring the Department of Health and Social Services to adopt regulations establishing standards for teachers who teach the use of orientation and mobility aids and assistive technology devices to persons 16 years of age or older. Individuals will not be able to take state grant or political subdivision monies for providing these services unless they meet the qualifications established by the department.

This amendment was requested by the Association of the Independent Blind. The language as drafted requires the department to consider the standards that have been adopted by national organizations who provide services to the blind and visually impaired. These organizations include service providers, advocacy organizations, professional organizations, and any other organizations that in any way provide services to the blind.

District A:

Hyder • Ketchikan • Kupreanof • Meyers Chuck • Petersburg • Saxman • Sitka • Wrangell



National Federation of the Blind of Alaska

May 5, 1998

The Honorable Tim Kelly
Fax #: 465-3756
State Capitol
Juneau, Alaska

Dear Senator Kelly:

I am writing this letter to express my concern about a bill that Duane French, Director of the Division of Vocational Rehabilitation, brought before our convention this weekend asking for our support. The bill is HB451, an Assistive Technologies bill. This piece of legislation also includes an amendment that *requires certification for trainers in assistive technologies and in orientation and mobility.*

We in the National Federation of the Blind of Alaska oppose this amendment strongly. The basis for our opposition is the fact that the certification requirement excludes blind persons from teaching orientation and mobility. The Association for the Education and Rehabilitation of the Blind and Visually Impaired (AER) states that it certifies blind orientation and mobility instructors; however, when one examines the requirements for certification, they involve the blind individual seeking certification to perform tasks using visual methods rather than alternative techniques used by blind instructors which prove to be more effective.

Blind individuals have been teaching orientation and mobility for years despite the discrimination they have encountered with AER. Nationally, this issue has sparked discussion and debate among those who hold to negative misconceptions about blindness and those who truly believe in the capabilities of blind people and promote them as role models for individuals who still need training.

As a matter of fact, the Commissioner of the Rehabilitation Services Administration, Dr. Fredric Schroeder, is a very competent blind individual. The agency he oversees administers all of the vocational rehabilitation programs in the country. Yet Dr. Schroeder was denied certification by AER to teach orientation and mobility solely on the basis of his blindness, even though he had completed all the academic requirements necessary to receive certification.

How could we in Alaska support a bill with an amendment that would blatantly discriminate against qualified blind orientation and mobility instructors?

The Hon. Senator Tim Kelly
May 5, 1998
Page 2

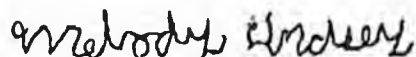
We in the National Federation of the Blind of Alaska would like to support HB451, but until the certification amendment is removed, we cannot and will not in good conscience promote legislation that goes against everything we believe about blind people. At our convention this weekend Duane French told us in his presentation that we need to "set aside some of our beliefs and to make a commitment to each other and to the disability rights movement here in Alaska to make this work..." Basically, Mr. French is asking us to set aside our beliefs in blind people and sell our souls for the gain of assistive technology. If this detrimental amendment were not a part of the bill, then we would whole-heartedly support it, but with the amendment, support of the bill would demand that we compromise our philosophy of blindness to an unacceptable degree.

In response to Mr. French on Saturday, one of our members summed up our position unequivocally by saying, "We are in favor of standards--anything that improves opportunities for blind people, but we want them to be meaningful. We won't trade a standard for discrimination against blind people." And the standards currently promoted by AER for certification of blind people does discriminate. Therefore, because the amendment to HB451 specifies that orientation and mobility instructors doing business with the state possess AER certification, we urge you to vote against it. Until this issue is resolved at a national level or even at the state level, we would suggest that this amendment be set aside.

Thank you for taking the time to read about our concerns with HB451. If you have any questions or if I can be of further assistance in this matter, please do not hesitate to call me at 248-7770.

The National Federation of the Blind of Alaska works to change misconceptions about blindness, and this amendment would be a step backward.

Sincerely,



Melody Lindsey, President
National Federation of the Blind of Alaska

Alaska State Legislature

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CHAIRMAN JUDICIARY COMMITTEE
VICE CHAIRMAN HEALTH EDUCATION
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CHIEF CLERK
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DEVELOPMENT
ALASKA COURT SYSTEM

Representative Joe Green
District 10

Sponsor Statement

HB 451 - Warranties for Assistive Technology and Mobility Aids

HB 451 establishes an express warranty for technology designed to assist physically disabled persons. Under the terms of the bill, if a consumer reports a nonconformity to a manufacturer within a year of delivery, the manufacturer must repair or replace the equipment, or offer a refund of the purchase price.

Assistive technology and mobility aids for the physically disabled are not covered by "lemon laws" and consumer protection statutes in title 45. The automobile lemon law in chapter 45 makes no mention of wheel chairs. Similarly, the Unfair Trade Practices and Consumer Protection Act, found in chapter 50, makes no mention of assistive equipment. Yet, 11 states have passed such laws, and others are considering doing so.

Non-working assistive equipment can be not only inconvenient, but dangerous. Many of us have experienced the frustration of dealing with a non-responsive salesperson far from Alaska; imagine doing so without the benefit of the equipment you depend upon to communicate, or get around. When people lose their mobility, or ability to communicate, they may not be aware of, or may not be able to remove themselves from, dangerous situations. Assistive technology allows the physically disabled to operate in a manner most of us take for granted.

I ask for your support in enacting a law that affords basic protection to a group of consumers who already face obstacles unimagined by most of us.

MOVEMENT BY THE BLIND FOR SERVICES & INDEPENDENCE
12 E. Henrietta Street, Baltimore, Maryland 21230
(410) 962-0470 Fax (410) 539-3259

Making a Difference in the Lives
of Blind Women and Men

May 4, 1998

To: Senator Robin Taylor

From: Ralph Sanders, Former President, National Federation of the Blind

Re: Amendment establishing standards for teachers of certain aids or devices for the Blind and Visually Impaired

I encourage you to move forward on the proposed Amendment to House Bill 451. It is important to have individuals, who have recognized knowledge and experience, providing training to Blind and Visually Handicapped individuals.

I served as President of the national Federation of the Blind (NFB) for one term, and as a member of the Board of Directors from 1973 until 1985.

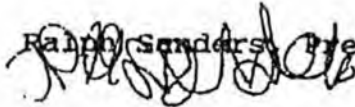
The organization did oppose the Standards of the National Accreditation Council, (NAC), but in recent years has been promoting a set of NFB standards. In other words, the NFB is not, has not been, opposed to standards. Unfortunately, they choose the standards they want based on political terms, not professional terms. That is consistent with the membership and goals since it is a political organization, and not a professional organization.

Your proposed Amendment would begin the process of providing the Blind and Visually Handicapped of Alaska a certain comfort level in knowing that the training they receive will be worth the time, energy and emotional commitment required.

It is very important to understand that a blind individual, particularly someone who has lost their sight as an adult, faces a tremendous emotional challenge in mental preparing to start down the road toward personal independence. They are scared of injury, becoming lost, and numerous other unknown, and unnamed dangers that lurk beyond a very small geographic area, such as their bedroom or living room. Confidence in your instructors competence is the first, and most important, step in feeling strong enough to take the first "big step".

If you have any other question which I might help you answer,
please do not hesitate to call on me.

Sincerely,


Ralph Sanders, President