

2009 -- H 5655

LC01863

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2009

A N A C T

RELATING TO BUSINESSES AND PROFESSIONS - HEARING AID DEALERS AND  
FITTERS

Introduced By: Representatives Naughton, Handy, Walsh, and Jacquard

Date Introduced: February 25, 2009

Referred To: House Health, Education & Welfare

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 5-49-3 of the General Laws in Chapter 5-49 entitled "Hearing Aid  
2 Dealers and Fitters" is hereby amended to read as follows:

3 **5-49-3. Receipt required to be furnished to a person supplied with hearing aid. --** (a)

4 Any person who practices the fitting and sale of hearing aids shall deliver to each person supplied  
5 with a hearing aid a receipt, which shall contain the licensee's signature and show his or her  
6 business address and the number of his or her certificate, together with specifications as to the  
7 make and model of the hearing aid furnished, and the full terms of sale clearly stated. If a hearing  
8 aid which is not new is sold, the receipt and the container shall be clearly marked as "used" or  
9 "reconditioned" whichever is applicable, with terms of guarantee, if any.

10 (b) The receipt shall bear in no smaller type than the largest used in the body copy  
11 portion the following: "The purchaser has been advised at the outset of his or her relationship  
12 with the hearing aid dealer that any examination(s) or representation(s) made by a licensed  
13 hearing aid dealer and fitter in connection with the fitting and selling of this hearing aid(s) is not  
14 an examination, diagnosis, or prescription by a person licensed to practice medicine in this state  
15 and therefore must not be regarded as medical opinion or advice."

16 (c) The receipt, covering agreements consummated at any place other than at an address  
17 of the seller, shall contain the following statement: "You may cancel this agreement if it has been  
18 consummated by a party at any place other than at a business address of the seller by a written

1 notice directed to a business address of the seller by registered mail, telegram, or delivery, not  
2 later than midnight of the third business day following the signing of the agreement."

3 (d) The receipt shall contain language that verifies that the client has been informed about  
4 the benefits of audio switch technology, including increased access to telephones and assistive  
5 listening systems required under the "American with Disabilities Act of 1990", and section 504 of  
6 the Rehabilitation Act of 1973. The client shall be informed that an audio switch is also referred  
7 to as a telecoil, t-coil or t-switch.

8 (e) The receipt shall contain language that informs the client about the Rhode Island  
9 adaptive telephone equipment loan program committee established by chapter 39-23 that provides  
10 assistive communications devices to residents of this state who have hearing loss and about the  
11 Rhode Island commission on the deaf and hard of hearing established by chapter 23-1.8 that  
12 provides resources related to hearing loss.

13 ~~(e)~~ (f) Any person engaging in the fitting and sale of hearing aids will, when dealing  
14 with a child ten (10) years of age or under, ascertain whether the child has been examined by an  
15 otolaryngologist, or primary care physician and an audiologist for his or her recommendation  
16 within ninety (90) days prior to the fitting. If that is not the case, a recommendation to do so must  
17 be made, and this examination must be conducted before the sale of any hearing aid.

18 ~~(e)~~ (g) Prior to delivery of services or products to the prospective purchaser, a licensee  
19 shall provide discussion of amplification or aural rehabilitation options appropriate to the hearing  
20 loss and communication needs presented by the patient.

21 ~~(e)~~ (h) A licensee delivers information, either written or oral, appropriate to the patient's  
22 needs and options under discussion, including, but not limited to, types of circuitry, telecoils, or  
23 programmability, and if applicable, estimated unit prices for the following service, hearing aid(s),  
24 accessories, service contracts, hearing aid (loss and damage) insurance, health care coverage,  
25 warranty, financing, and related goods and services.

26 ~~(e)~~ (i) At the time of delivery of selected amplification, the dispenser shall deliver a  
27 written delivery receipt containing the following:

- 28 (1) Business name, full address, and department of health license number of the  
29 dispenser;
- 30 (2) Name, full address of patient and purchaser;
- 31 (3) The instrument identification including manufacturer, model, serial number;
- 32 (4) Identification of used or reconditioned units;
- 33 (5) The total price and applicable warranty time periods of instrumentation and  
34 accessories such as earmolds, batteries, cords, etc.;

1 (6) Any additional insurance that has been placed on the instrument;

2 (7) All services included by the dispenser program as part of the complete amplification  
3 package, i.e. follow-up visits, or reprogramming visits in the event the instrument is  
4 programmable;

5 (8) A notice conspicuously in type that is at least four points larger than the surrounding  
6 text: "A hearing aid will not restore normal hearing. The purchaser has a thirty (30) day trial  
7 period during which time the purchaser may return the instrument, in the original condition less  
8 normal wear, with no further financial obligation. This product is protected by chapter 45 of title  
9 6 entitled "Enforcement of Assistive Technology Warranties', which shall be made available by  
10 the dispenser, upon request". The purchaser has access to the dispenser during the trial period, in  
11 order to receive appropriate follow-up monitoring, i.e. modification, adjustment, reprogramming,  
12 or shell refit, in order to optimize comfort and instrument benefit. The trial period may be  
13 extended beyond thirty (30) days if agreed to, in writing, by the dispenser and the consumer.

14 (9) All professional and service fees shall be clearly stated in the contract. Refund shall  
15 be made to the customer within ten (10) days of return;

16 (10) Signature of dispenser and name in print;

17 (11) Signature of patient;

18 (12) Date of purchase; and

19 (13) Department of health license number.

20 [\(14\) Language that verifies that the client has been informed of subsections 5-49-3 \(d\)](#)  
21 [and \(e\).](#)

22 SECTION 2. This act shall take effect upon passage.

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
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- 1           This act would require that a receipt for a hearing aid includes language that the client has
- 2   been informed about other technologies and services for the deaf and hard of hearing.
- 3           This act would take effect upon passage.

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