



Sen. Laura Fine

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10300SB0767sam001

LRB103 03222 JDS 64729 a

1 AMENDMENT TO SENATE BILL 767

2 AMENDMENT NO. _____. Amend Senate Bill 767 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Hearing Instrument Consumer Protection Act
5 is amended by changing Section 3, 4, 4.6, 5, 6, and 9 as
6 follows:

7 (225 ILCS 50/3) (from Ch. 111, par. 7403)

8 (Text of Section before amendment by P.A. 103-495)

9 (Section scheduled to be repealed on January 1, 2026)

10 Sec. 3. Definitions. As used in this Act, except as the
11 context requires otherwise:

12 "Department" means the Department of Public Health.

13 "Director" means the Director of the Department of Public
14 Health.

15 "License" means a license issued by the State under this
16 Act to a hearing instrument dispenser.

1 "Licensed audiologist" means a person licensed as an
2 audiologist under the Illinois Speech-Language Pathology and
3 Audiology Practice Act.

4 "National Board Certified Hearing Instrument Specialist"
5 means a person who has had at least 2 years in practice as a
6 licensed hearing instrument dispenser and has been certified
7 after qualification by examination by the National Board for
8 Certification in Hearing Instruments Sciences.

9 "Licensed physician" or "physician" means a physician
10 licensed in Illinois to practice medicine in all of its
11 branches pursuant to the Medical Practice Act of 1987.

12 "Trainee" means a person who is licensed to perform the
13 functions of a hearing instrument dispenser in accordance with
14 the Department rules and only under the direct supervision of
15 a hearing instrument dispenser or audiologist who is licensed
16 in the State.

17 "Board" means the Hearing Instrument Consumer Protection
18 Board.

19 "Hearing instrument" or "hearing aid" means any wearable
20 instrument or device designed for or offered for the purpose
21 of aiding or compensating for impaired human hearing and that
22 can provide more than 15 dB full on gain via a 2cc coupler at
23 any single frequency from 200 through 6000 cycles per second,
24 and any parts, attachments, or accessories, including ear
25 molds. "Hearing instrument" or "hearing aid" do not include
26 batteries, cords, or group auditory training devices and any

1 instrument or device used by a public utility in providing
2 telephone or other communication services are excluded.

3 "Practice of fitting, dispensing, or servicing of hearing
4 instruments" means the measurement of human hearing with an
5 audiometer, calibrated to the current American National
6 Standard Institute standards, for the purpose of making
7 selections, recommendations, adaptations, services, or sales of
8 hearing instruments including the making of earmolds as a part
9 of the hearing instrument.

10 "Sell" or "sale" means any transfer of title or of the
11 right to use by lease, bailment, or any other contract,
12 excluding wholesale transactions with distributors or dealers.

13 "Hearing instrument dispenser" means a person who is a
14 hearing care professional that engages in the selling,
15 practice of fitting, selecting, recommending, dispensing, or
16 servicing of hearing instruments or the testing for means of
17 hearing instrument selection or who advertises or displays a
18 sign or represents himself or herself as a person who
19 practices the testing, fitting, selecting, servicing,
20 dispensing, or selling of hearing instruments.

21 "Fund" means the Hearing Instrument Dispenser Examining
22 and Disciplinary Fund.

23 "Hearing care professional" means a person who is a
24 licensed audiologist, a licensed hearing instrument dispenser,
25 or a licensed physician.

26 (Source: P.A. 98-362, eff. 8-16-13; 98-827, eff. 1-1-15.)

1 (Text of Section after amendment by P.A. 103-495)

2 (Section scheduled to be repealed on January 1, 2026)

3 Sec. 3. Definitions. As used in this Act, except as the
4 context requires otherwise:

5 "Department" means the Department of Public Health.

6 "Director" means the Director of the Department of Public
7 Health.

8 "Direct supervision" means the final approval given by the
9 licensed hearing instrument professional to all work performed
10 by the person under supervision and that the licensed hearing
11 instrument professional is physically present in the facility
12 any time the person under supervision has contact with a
13 client. "Direct supervision" does not mean that the licensed
14 hearing instrument professional is in the same room when the
15 person under supervision has contact with the client.

16 "Federal Trade Commission" means the United States federal
17 agency which regulates business practices and commerce.

18 "Food and Drug Administration" means the United States
19 federal agency which regulates hearing instruments or hearing
20 aids as medical devices.

21 "License" means a license issued by the State under this
22 Act to a hearing instrument dispenser.

23 "Licensed audiologist" means a person licensed as an
24 audiologist under the Illinois Speech-Language Pathology and
25 Audiology Practice Act and who can prescribe hearing aids in

1 accordance with this Act.

2 "National Board Certified Hearing Instrument Specialist"
3 means a person who has had at least 2 years in practice as a
4 licensed hearing instrument dispenser and has been certified
5 after qualification by examination by the National Board for
6 Certification in Hearing Instruments Sciences.

7 "Licensed physician" or "physician" means a physician
8 licensed in Illinois to practice medicine in all of its
9 branches pursuant to the Medical Practice Act of 1987.

10 "Trainee" means a person who is licensed to perform the
11 functions of a hearing instrument dispenser or audiologist in
12 accordance with the Department rules and only under the direct
13 supervision of a hearing instrument dispenser or audiologist
14 who is licensed in the State.

15 "Board" means the Hearing Instrument Consumer Protection
16 Board.

17 "Hearing instrument" or "hearing aid" means any instrument
18 or device, including an instrument or device dispensed
19 pursuant to a prescription, that is designed, intended, or
20 offered for the purpose of improving a person's hearing and
21 any parts, attachments, or accessories, including earmolds.

22 "Hearing instrument" or "hearing aid" does not include
23 batteries, cords, and individual or group auditory training
24 devices and any instrument or device used by a public utility
25 in providing telephone or other communication services.

26 "Involvement of a licensed hearing professional ~~person~~"

1 refers to the supervision ~~supervisor~~, prescription or other
2 order, involvement, or interaction by a licensed hearing
3 instrument professional.

4 "Practice of prescribing, fitting, dispensing, or
5 servicing of prescription hearing aids" means the measurement
6 of human hearing with an audiometer, calibrated to the current
7 American National Standard Institute standards, for the
8 purpose of prescribing hearing aids and making selections,
9 recommendations, adaptations, services, or sales of hearing aids
10 including the making of earmolds as a part of the hearing aid.

11 "Sell" or "sale" means any transfer of title or of the
12 right to use by lease, bailment, or any other contract,
13 excluding wholesale transactions with distributors or dealers.

14 "Hearing instrument dispenser" means a person who is a
15 hearing instrument professional that engages in the selling,
16 practice of fitting, selecting, recommending, dispensing,
17 prescribing, or servicing of prescription hearing aids or the
18 testing for means of hearing aid selection or who advertises
19 or displays a sign or represents himself or herself as a person
20 who practices the testing, fitting, selecting, servicing,
21 dispensing, prescribing, or selling of prescription hearing
22 aids.

23 "Fund" means the Hearing Instrument Dispenser Examining
24 and Disciplinary Fund.

25 "Hearing instrument professional" means a person who is a
26 licensed audiologist, a licensed hearing instrument dispenser,

1 or a licensed physician.

2 "Over-the-counter hearing aid" means any instrument or
3 device that:

4 (1) uses the same fundamental scientific technology as
5 air conduction hearing aids, as defined in 21 CFR
6 874.3300, or wireless air conduction hearing aids, as
7 defined in 21 CFR 874.3305;

8 (2) is intended to be used by adults age 18 and older
9 to compensate for perceived mild to moderate hearing
10 impairment;

11 (3) through tools, tests, or software, allows the user
12 to control the over-the-counter hearing aid and customize
13 it to the user's hearing needs;

14 (4) may use wireless technology or include tests for
15 self-assessment of hearing loss; and

16 (5) is available over-the-counter, without the
17 supervision, prescription, or other order, involvement, or
18 intervention of a licensed person, to consumers through
19 in-person transactions, by mail, or online.

20 "Over-the-counter hearing aid" does not include batteries,
21 cords, and individual or group auditory training devices or
22 any instrument or device used by a public utility in providing
23 telephone or other communication services.

24 "Personal sound amplification product" means an
25 amplification device, as defined by the Food and Drug
26 Administration or the Federal Trade Commission, that is not

1 labeled as a hearing aid and is not intended to treat hearing
2 loss.

3 "Prescribe" means an order for a prescription hearing aid
4 issued by a licensed hearing instrument professional.

5 "Prescription hearing aid" means any wearable instrument
6 or device designed, intended, or offered for the purpose of
7 improving a person's hearing that may only be obtained with
8 the involvement of a licensed hearing instrument professional.
9 (Source: P.A. 103-495, eff. 1-1-24.)

10 (225 ILCS 50/4) (from Ch. 111, par. 7404)

11 (Text of Section before amendment by P.A. 103-495)

12 (Section scheduled to be repealed on January 1, 2026)

13 Sec. 4. Disclosure; waiver; complaints; insurance. The
14 hearing instrument dispenser shall give at no charge to every
15 person fitted and sold a hearing instrument the "User
16 Instructional Brochure", supplied by the hearing instrument
17 manufacturer containing information required by the U.S. Food
18 and Drug Administration.

19 Whenever a sale or service of one or more hearing
20 instrument involving \$50 or more is made or contracted to be
21 made, whether under a single contract or under multiple
22 contracts, at the time of the transaction, the hearing
23 instrument dispenser shall furnish the consumer with a fully
24 completed receipt or contract pertaining to that transaction,
25 in substantially the same language as that used in the oral

1 presentation to the consumer. The receipt or contract provided
2 to the consumer shall contain the dispenser's name, license
3 number, business address, business phone number, and
4 signature; the name, address, and signature of the hearing
5 instrument consumer; and the name and signature of the
6 purchaser if the consumer and the purchaser are not the same;
7 the hearing instrument manufacturer's name, and the model and
8 serial numbers; the date of purchase; and the charges required
9 to complete the terms of the sale fully and clearly stated.
10 When the hearing instrument is delivered to the consumer or
11 purchaser, the serial number shall be written on the original
12 receipt or contract and a copy shall be given to the consumer
13 or purchaser. If a used hearing instrument is sold, the
14 receipt and the container thereof shall be clearly marked as
15 "used" or "reconditioned", whichever is applicable, with terms
16 of guarantee, if any.

17 All hearing instruments offered for sale must be
18 accompanied by a 30-business day return privilege. The receipt
19 or contract provided to the consumer shall state that the
20 consumer has a right to return the hearing instrument for a
21 refund within 30 business days of the date of delivery. If a
22 nonrefundable dispensing fee or restocking fee, or both, will
23 be withheld from the consumer in event of return, the terms
24 must be clearly stated on the receipt or contract provided to
25 the consumer.

26 A hearing instrument dispenser shall not sell a hearing

1 instrument unless the prospective user has presented to the
2 hearing instrument dispenser a written statement, signed by a
3 licensed physician, which states that the patient's hearing
4 loss has been medically evaluated and the patient is
5 considered a candidate for a hearing instrument. The medical
6 evaluation must have taken place within the 6 months
7 immediately preceding the date of the sale of the hearing
8 instrument to the prospective hearing instrument user. If the
9 prospective hearing instrument user is 18 years of age or
10 older, the hearing instrument dispenser may afford the
11 prospective user an opportunity to waive the medical
12 evaluation required by this Section, provided that the hearing
13 instrument dispenser:

14 (i) Informs the prospective user that the exercise of
15 a waiver is not in the user's best health interest;

16 (ii) Does not in any way actively encourage the
17 prospective user to waive the medical evaluation; and

18 (iii) Affords the prospective user the option to sign
19 the following statement:

20 "I have been advised by(hearing
21 instrument dispenser's name) that the Food and Drug
22 Administration has determined that my best interest
23 would be served if I had a medical evaluation by a
24 licensed physician (preferably a physician who
25 specializes in diseases of the ear) before purchasing
26 a hearing instrument. I do not wish a medical

1 evaluation before purchasing a hearing instrument."

2 The hearing instrument dispenser or his or her employer
3 shall retain proof of the medical examination or the waiver
4 for at least 3 years from the date of the sale.

5 If the parent or guardian of any individual under the age
6 of 18 years is a member of any church or religious
7 denomination, whose tenets and practices include reliance upon
8 spiritual means through prayer alone and objects to medical
9 treatment and so states in writing to the hearing instrument
10 dispenser, such individual shall undergo a hearing examination
11 as provided by this Section but no proof, ruling out any
12 medically treatable problem causing hearing loss, shall be
13 required.

14 All persons licensed under this Act shall have
15 conspicuously displayed in their business establishment a sign
16 indicating that formal complaints regarding hearing instrument
17 goods or services may be made to the Department. Such sign
18 shall give the address and telephone number of the Department.
19 All persons purchasing hearing instruments shall be provided
20 with a written statement indicating that formal complaints
21 regarding hearing instrument goods or services may be made to
22 the Department and disclosing the address and telephone number
23 of the Department.

24 Any person wishing to make a complaint, against a hearing
25 instrument dispenser under this Act, shall file it with the
26 Department within 3 years from the date of the action upon

1 which the complaint is based. The Department shall investigate
2 all such complaints.

3 All persons licensed under this Act shall maintain
4 liability insurance as set forth by rule and shall be
5 responsible for the annual calibration of all audiometers in
6 use by such persons. Such annual calibrations shall be in
7 conformance with the current standards set by American
8 National Standard Institute.

9 (Source: P.A. 91-932, eff. 1-1-01.)

10 (Text of Section after amendment by P.A. 103-495)

11 (Section scheduled to be repealed on January 1, 2026)

12 Sec. 4. Disclosure; complaints; insurance. The hearing
13 instrument professional shall give at no charge to every
14 person fitted and sold a hearing aid the "User Instructional
15 Brochure", supplied by the hearing aid manufacturer containing
16 information required by the U.S. Food and Drug Administration.

17 All hearing instruments or hearing aids must be dispensed
18 or sold in accordance with Food and Drug Administration and
19 Federal Trade Commission regulations governing the dispensing
20 and sale of personal sound amplification products or hearing
21 aids.

22 A consumer who purchases an over-the-counter hearing aid
23 must be provided a sales receipt at the time of the
24 transaction.

25 Whenever a sale of one or more prescription hearing aids

1 involving \$50 or more is made or contracted to be made, whether
2 under a single contract or under multiple contracts, at the
3 time of the transaction, the hearing instrument professional
4 shall furnish the consumer with a fully completed receipt or
5 contract pertaining to that transaction, in substantially the
6 same language as that used in the oral presentation to the
7 consumer. The receipt or contract provided to the consumer
8 shall contain (i) the hearing instrument professional's name,
9 license number, business address, business phone number, and
10 signature; (ii) the name, address, and signature of the
11 hearing instrument consumer; (iii) the name and signature of
12 the purchaser if the consumer and the purchaser are not the
13 same person; (iv) the hearing aid manufacturer's name, and the
14 model and serial numbers; (v) the date of purchase; and (vi)
15 the charges required to complete the terms of the sale, which
16 must be fully and clearly stated. When the hearing aid is
17 delivered to the consumer or purchaser, the serial number
18 shall be written on the original receipt or contract and a copy
19 shall be given to the consumer or purchaser. If a used hearing
20 instrument is sold, the receipt and the container thereof
21 shall be clearly marked as "used" or "reconditioned",
22 whichever is applicable, with terms of guarantee, if any.

23 The hearing instrument professional or the professional's
24 employer shall retain proof of the medical examination for at
25 least 3 years from the date of the sale.

26 All hearing instruments offered for sale must be

1 accompanied by a 30-business day return privilege. The receipt
2 or contract provided to the consumer shall state that the
3 consumer has a right to return the hearing instrument for a
4 refund within 30 business days of the date of delivery. If a
5 nonrefundable dispensing fee or restocking fee, or both, will
6 be withheld from the consumer in event of return, the terms
7 must be clearly stated on the receipt or contract provided to
8 the consumer. For purposes of this paragraph, "business day"
9 means any calendar day except Saturday, Sunday, or a federal
10 holiday.

11 If the parent or guardian of any individual age 17 or under
12 is a member of any church or religious denomination, whose
13 tenets and practices include reliance upon spiritual means
14 through prayer alone and objects to medical treatment and so
15 states in writing to the hearing instrument professional, such
16 individual shall undergo a hearing examination as provided by
17 this Section but no proof, ruling out any medically treatable
18 problem causing hearing loss, shall be required.

19 All persons licensed under this Act shall have
20 conspicuously displayed in their business establishment a sign
21 indicating that formal complaints regarding hearing aid goods
22 or services may be made to the Department. Such sign shall give
23 the address and telephone number of the Department. All
24 persons purchasing hearing aids shall be provided with a
25 written statement indicating that formal complaints regarding
26 hearing aid goods or services may be made to the Department and

1 disclosing the address and telephone number of the Department.

2 Any person wishing to make a complaint⁷ against a hearing
3 instrument professional under this Act⁷ shall file it with the
4 Department within 3 years from the date of the action upon
5 which the complaint is based. The Department shall investigate
6 all such complaints.

7 All persons licensed under this Act shall maintain
8 liability insurance as set forth by rule and shall be
9 responsible for the annual calibration of all audiometers in
10 use by such persons. Such annual calibrations shall be in
11 conformance with the current standards set by American
12 National Standard Institute.

13 (Source: P.A. 103-495, eff. 1-1-24.)

14 (225 ILCS 50/4.6)

15 (This Section may contain text from a Public Act with a
16 delayed effective date)

17 (Section scheduled to be repealed on January 1, 2026)

18 Sec. 4.6. Prescription hearing aids for persons age 18 or
19 older.

20 (a) A hearing instrument professional may dispense a
21 hearing aid to a person age 18 or older in accordance with the
22 requirements of this Section.

23 (b) A person age 18 or older must be evaluated by a hearing
24 instrument professional in person or via telehealth before
25 receiving a prescription for a hearing aid. A person age 18 or

1 older may not waive evaluation by a hearing instrument
2 professional unless he or she is replacing a lost or stolen
3 hearing aid that is subject to warranty replacement.

4 (c) A hearing instrument professional shall not sell
5 prescription hearing aid to anyone age 18 or older if the
6 prospective user had a negative finding on the Consumer Ear
7 Disease Risk Assessment or a similar standardized assessment.
8 The prospective user who had a negative finding on the
9 Consumer Ear Disease Risk Assessment or similar standardized
10 assessment shall present to the hearing instrument
11 professional a written statement, signed by a licensed
12 physician, which states that the patient's hearing loss has
13 been medically evaluated and the patient is considered a
14 candidate for a prescription hearing aid. The medical
15 evaluation must have been performed within the 12 months
16 immediately preceding the date of the sale of the hearing aid
17 to the prospective hearing aid user.

18 (d) A hearing aid prescription for individuals age 18 or
19 older must include, at a minimum, the following information:

20 (1) name of the patient;

21 (2) date the prescription is issued;

22 (3) expiration date of the prescription, which may not
23 exceed one year from the date of issuance;

24 (4) name and license number of the prescribing hearing
25 instrument professional;

26 (5) results of the following assessments:

1 (A) hearing handicap inventory or similar
2 standardized, evidence-based tool;

3 (B) pure-tone air conduction audiometry;

4 (C) bone conduction testing or consumer ear
5 disease risk assessment or a similar standardized
6 evidence-based tool;

7 (D) recorded speech in quiet, as medically
8 appropriate;

9 (E) recorded speech or digits in noise, as
10 medically ~~medical~~ appropriate;

11 (6) documentation of type and style of hearing aid;

12 and

13 (7) documentation of medical necessity of the
14 recommended features of a hearing aid.

15 (Source: P.A. 103-495, eff. 1-1-24.)

16 (225 ILCS 50/5) (from Ch. 111, par. 7405)

17 (Text of Section before amendment by P.A. 103-495)

18 (Section scheduled to be repealed on January 1, 2026)

19 Sec. 5. License required. No person shall engage in the
20 selling, practice of testing, fitting, selecting,
21 recommending, adapting, dispensing, or servicing hearing
22 instruments or display a sign, advertise, or represent oneself
23 as a person who practices the fitting or selling of hearing
24 instruments unless such person holds a current license issued
25 by the Department as provided in this Act. Such person shall be

1 known as a licensed hearing instrument dispenser. Individuals
2 licensed pursuant to the provisions of Section 8 of this Act
3 shall be deemed qualified to provide tests of human hearing
4 and hearing instrument evaluations for the purpose of
5 dispensing a hearing instrument for which any State agency may
6 contract. The license shall be conspicuously displayed in the
7 place of business. Duplicate licenses shall be issued by the
8 Department to licensees operating more than one office upon
9 the additional payment set forth in this Act. No hearing
10 instrument manufacturer may distribute, sell, or otherwise
11 provide hearing instruments to any unlicensed hearing care
12 professional for the purpose of selling hearing instruments to
13 the consumer.

14 Except for violations of the provisions of this Act, or
15 the rules promulgated under it, nothing in this Act shall
16 prohibit a corporation, partnership, trust, association, or
17 other entity from engaging in the business of testing,
18 fitting, servicing, selecting, dispensing, selling, or
19 offering for sale hearing instruments at retail without a
20 license, provided it employs only licensed individuals in the
21 direct testing, fitting, servicing, selecting, offering for
22 sale, or dispensing of such products. Each such corporation,
23 partnership, trust, association, or other entity shall file
24 with the Department, prior to doing business in this State and
25 by July 1 of each calendar year thereafter, on forms
26 prescribed by the Department, a list of all licensed hearing

1 instrument dispensers employed by it and a statement attesting
2 that it complies with this Act and the rules promulgated under
3 it and the regulations of the Federal Food and Drug
4 Administration and the Federal Trade Commission insofar as
5 they are applicable.

6 (Source: P.A. 99-204, eff. 7-30-15.)

7 (Text of Section after amendment by P.A. 103-495)

8 (Section scheduled to be repealed on January 1, 2026)

9 Sec. 5. License required. No person shall engage in the
10 selling, practice of testing, fitting, selecting,
11 recommending, adapting, dispensing, or servicing hearing aids
12 or display a sign, advertise, or represent oneself as a person
13 who practices the fitting or selling of hearing aids unless
14 such person holds a current license issued by the Department
15 as provided in this Act. Such person shall be known as a
16 licensed hearing instrument dispenser. Individuals licensed
17 pursuant to the provisions of Section 8 of this Act shall be
18 deemed qualified to provide tests of human hearing and hearing
19 aid evaluations for the purpose of dispensing a hearing aid
20 for which any State agency may contract. The license shall be
21 conspicuously displayed in the place of business. Duplicate
22 licenses shall be issued by the Department to licensees
23 operating more than one office upon the additional payment set
24 forth in this Act. No hearing aids manufacturer may
25 distribute, sell, or otherwise provide hearing aids to any

1 unlicensed hearing instrument professional for the purpose of
2 selling hearing aids to the consumer.

3 Except for violations of the provisions of this Act, or
4 the rules promulgated under it, nothing in this Act shall
5 prohibit a corporation, partnership, trust, association, or
6 other entity from engaging in the business of testing,
7 fitting, servicing, selecting, dispensing, selling, or
8 offering for sale hearing aids ~~aid~~ at retail without a
9 license, provided it employs only licensed individuals in the
10 direct testing, fitting, servicing, selecting, offering for
11 sale, or dispensing of such products. Each such corporation,
12 partnership, trust, association, or other entity shall file
13 with the Department, prior to doing business in this State and
14 by July 1 of each calendar year thereafter, on forms
15 prescribed by the Department, a list of all licensed hearing
16 instrument dispensers employed by it and a statement attesting
17 that it complies with this Act and the rules promulgated under
18 it and the regulations of the Federal Food and Drug
19 Administration and the Federal Trade Commission insofar as
20 they are applicable.

21 (Source: P.A. 103-495, eff. 1-1-24.)

22 (225 ILCS 50/6) (from Ch. 111, par. 7406)

23 (Text of Section before amendment by P.A. 103-495)

24 (Section scheduled to be repealed on January 1, 2026)

25 Sec. 6. Mail order and Internet sales. Nothing in this Act

1 shall prohibit a corporation, partnership, trust, association,
2 or other organization, maintaining an established business
3 address, from engaging in the business of selling or offering
4 for sale hearing instruments at retail by mail or by Internet
5 to persons 18 years of age or older who have not been examined
6 by a licensed physician or tested by a licensed hearing
7 instrument dispenser provided that:

8 (a) The organization is registered by the Department prior
9 to engaging in business in this State and has paid the fee set
10 forth in this Act.

11 (b) The organization files with the Department, prior to
12 registration and annually thereafter, a Disclosure Statement
13 containing the following:

14 (1) the name under which the organization is doing or
15 intends to do business and the name of any affiliated
16 company which the organization recommends or will
17 recommend to persons as a supplier of goods or services or
18 in connection with other business transactions of the
19 organization;

20 (2) the organization's principal business address and
21 the name and address of its agent in this State authorized
22 to receive service of process;

23 (3) the business form of the organization, whether
24 corporate, partnership, or otherwise and the state or
25 other sovereign power under which the organization is
26 organized;

1 (4) the names of the directors or persons performing
2 similar functions and names and addresses of the chief
3 executive officer, and the financial, accounting, sales,
4 and other principal executive officers, if the
5 organization is a corporation, association, or other
6 similar entity; of all general partners, if the
7 organization is a partnership; and of the owner, if the
8 organization is a sole proprietorship, together with a
9 statement of the business background during the past 5
10 years for each such person;

11 (5) a statement as to whether the organization or any
12 person identified in the disclosure statement:

13 (i) has during the 5 year period immediately
14 preceding the date of the disclosure statement been
15 convicted of a felony, pleaded nolo contendere to a
16 felony charge, or been held liable in a civil action by
17 final judgment, if such felony or civil action
18 involved fraud, embezzlement, or misappropriation of
19 property, and a description thereof; or

20 (ii) is subject to any currently effective
21 injunctive or restrictive order as a result of a
22 proceeding or pending action brought by any government
23 agency or department, and a description thereof; or

24 (iii) is a defendant in any pending criminal or
25 material civil action relating to fraud, embezzlement,
26 misappropriation of property or violations of the

1 antitrust or trade regulation laws of the United
2 States or any state, and a description thereof; or

3 (iv) has during the 5 year period immediately
4 preceding the date of the disclosure statement had
5 entered against such person or organization a final
6 judgment in any material civil proceeding, and a
7 description thereof; or

8 (v) has during the 5 year period immediately
9 preceding the date of the disclosure statement been
10 adjudicated a bankrupt or reorganized due to
11 insolvency or was a principal executive officer or
12 general partner of any company that has been
13 adjudicated a bankrupt or reorganized due to
14 insolvency during such 5 year period, and a
15 description thereof;

16 (6) the length of time the organization and any
17 predecessor of the organization has conducted a business
18 dealing with hearing instrument goods or services;

19 (7) a financial statement of the organization as of
20 the close of the most recent fiscal year of the
21 organization. If the financial statement is filed later
22 than 120 days following the close of the fiscal year of the
23 organization it must be accompanied by a statement of the
24 organization of any material changes in the financial
25 condition of the organization;

26 (8) a general description of the business, including

1 without limitation a description of the goods, training
2 programs, supervision, advertising, promotion and other
3 services provided by the organization;

4 (9) a statement of any compensation or other benefit
5 given or promised to a public figure arising, in whole or
6 in part, from (i) the use of the public figure in the name
7 or symbol of the organization or (ii) the endorsement or
8 recommendation of the organization by the public figure in
9 advertisements;

10 (10) a statement setting forth such additional
11 information and such comments and explanations relative to
12 the information contained in the disclosure statement as
13 the organization may desire to present.

14 (b-5) If a device being sold does not meet the definition
15 of a hearing instrument or hearing device as stated in this
16 Act, the organization shall include a disclaimer in all
17 written or electronic promotions. The disclaimer shall include
18 the following language:

19 "This is not a hearing instrument or hearing aid as
20 defined in the Hearing Instrument Consumer Protection Act,
21 but a personal amplifier and not intended to replace a
22 properly fitted and calibrated hearing instrument.".

23 (c) The organization files with the Department prior to
24 registration and annually thereafter a statement that it
25 complies with the Act, the rules issued pursuant to it, and the
26 regulations of the Federal Food and Drug Administration and

1 the Federal Trade Commission insofar as they are applicable.

2 (d) The organization files with the Department at the time
3 of registration an irrevocable consent to service of process
4 authorizing the Department and any of its successors to be
5 served any notice, process, or pleading in any action or
6 proceeding against the organization arising out of or in
7 connection with any violation of this Act. Such service shall
8 have the effect of conferring personal jurisdiction over such
9 organization in any court of competent jurisdiction.

10 (e) Before dispensing a hearing instrument to a resident
11 of this State, the organization informs the prospective users
12 that they need the following for proper fitting of a hearing
13 instrument:

14 (1) the results of an audiogram performed within the
15 past 6 months by a licensed audiologist or a licensed
16 hearing instrument dispenser; and

17 (2) an earmold impression obtained from the
18 prospective user and taken by a licensed hearing
19 instrument dispenser or licensed audiologist.

20 (f) The prospective user receives a medical evaluation or
21 the organization affords the prospective user an opportunity
22 to waive the medical evaluation requirement of Section 4 of
23 this Act and the testing requirement of subsection (z) of
24 Section 18, provided that the organization:

25 (1) informs the prospective user that the exercise of
26 the waiver is not in the user's best health interest;

1 (2) does not in any way actively encourage the
2 prospective user to waive the medical evaluation or test;
3 and

4 (3) affords the prospective user the option to sign
5 the following statement:

6 "I have been advised by (hearing
7 instrument dispenser's name) that the Food and Drug
8 Administration and the State of Illinois have
9 determined that my best interest would be served if I
10 had a medical evaluation by a licensed physician,
11 preferably a physician who specialized in diseases of
12 the ear, before purchasing a hearing instrument; or a
13 test by a licensed audiologist or licensed hearing
14 instrument dispenser utilizing established procedures
15 and instrumentation in the fitting of hearing
16 instruments. I do not wish either a medical evaluation
17 or test before purchasing a hearing instrument."

18 (g) Where a sale, lease, or rental of hearing instruments
19 is sold or contracted to be sold to a consumer by mail order,
20 the consumer may void the contract or sale by notifying the
21 seller within 45 business days following that day on which the
22 hearing instruments were mailed by the seller to the consumer
23 and by returning to the seller in its original condition any
24 hearing instrument delivered to the consumer under the
25 contract or sale. At the time the hearing instrument is
26 mailed, the seller shall furnish the consumer with a fully

1 completed receipt or copy of any contract pertaining to the
 2 sale that contains a "Notice of Cancellation" informing the
 3 consumer that he or she may cancel the sale at any time within
 4 45 business days and disclosing the date of the mailing and the
 5 name, address, and telephone number of the seller. In
 6 immediate proximity to the space reserved in the contract for
 7 the signature of the consumer, or on the front page of the
 8 receipt if a contract is not used, and in bold face type of a
 9 minimum size of 10 points, there shall be a statement in
 10 substantially the following form:

11 "You, the buyer, may cancel this transaction at any
 12 time prior to midnight of the 45th business day after the
 13 date of this transaction. See the attached notice of
 14 cancellation form for an explanation of this right."

15 Attached to the receipt or contract shall be a completed
 16 form in duplicate, captioned "NOTICE OF CANCELLATION" which
 17 shall be easily detachable and which shall contain in at least
 18 10 point bold face type the following information and
 19 statements in the same language as that used in the contract:

20 "NOTICE OF CANCELLATION
 21 enter date of transaction
 22

23 (DATE)

24 YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR
 25 OBLIGATION, WITHIN 45 BUSINESS DAYS FROM THE ABOVE DATE.

26 IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE

1 BY YOU UNDER THE CONTRACT OR SALE LESS ANY NONREFUNDABLE
 2 RESTOCKING FEE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU
 3 WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY
 4 THE SELLER OF YOUR CANCELLATION NOTICE AND ALL MERCHANDISE
 5 PERTAINING TO THIS TRANSACTION, AND ANY SECURITY INTEREST
 6 ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

7 IF YOU CANCEL, YOU MUST RETURN TO THE SELLER, IN
 8 SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS
 9 DELIVERED TO YOU UNDER THIS CONTRACT OR SALE.

10 TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED
 11 AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER
 12 WRITTEN NOTICE, OR SEND A TELEGRAM, TO (name of seller),
 13 AT (address of seller's place of business) AND (seller's
 14 telephone number) NO LATER THAN MIDNIGHT OF
 15(date).

16 I HEREBY CANCEL THIS TRANSACTION.

17 (Date).....

18

19 (Buyers Signature)"

20 The written "Notice of Cancellation" may be sent by the
 21 consumer to the seller to cancel the contract. The 45-day
 22 period does not commence until the consumer is furnished the
 23 Notice of Cancellation and the address and phone number at
 24 which such notice to the seller can be given.

25 If the conditions of this Section are met, the seller must
 26 return to the consumer the amount of any payment made or

1 consideration given under the contract or for the merchandise
2 less a nonrefundable restocking fee.

3 It is an unlawful practice for a seller to: (1) hold a
4 consumer responsible for any liability or obligation under any
5 mail order transaction if the consumer claims not to have
6 received the merchandise unless the merchandise was sent by
7 certified mail or other delivery method by which the seller is
8 provided with proof of delivery; (2) fail, before furnishing
9 copies of the "Notice of Cancellation" to the consumer, to
10 complete both copies by entering the name of the seller, the
11 address of the seller's place of business, the seller's
12 telephone number, the date of the mailing, and the date, not
13 earlier than the 45th business day following the date of the
14 mailing, by which the consumer may give notice of
15 cancellation; (3) include in any contract or receipt any
16 confession of judgment or any waiver of any of the rights to
17 which the consumer is entitled under this Section including
18 specifically his right to cancel the sale in accordance with
19 the provisions of this Section; (4) misrepresent in any manner
20 the consumer's right to cancel; (5) use any undue influence,
21 coercion, or any other wilful act or representation to
22 interfere with the consumer's exercise of his rights under
23 this Section; (6) fail or refuse to honor any valid notice of
24 cancellation and return of merchandise by a consumer and,
25 within 10 business days after the receipt of such notice and
26 merchandise pertaining to such transaction, to (i) refund

1 payments made under the contract or sale, (ii) return any
2 goods or property traded in, in substantially as good
3 condition as when received by the person, (iii) cancel and
4 return any negotiable instrument executed by the consumer in
5 connection with the contract or sale and take any action
6 necessary or appropriate to terminate promptly any security
7 interest created in the transaction; (7) negotiate, transfer,
8 sell, or assign any note or other evidence of indebtedness to a
9 finance company or other third party prior to the 50th
10 business day following the day of the mailing; or (8) fail to
11 provide the consumer of a hearing instrument with written
12 information stating the name, address, and telephone number of
13 the Department and informing the consumer that complaints
14 regarding hearing instrument goods or services may be made to
15 the Department.

16 (h) The organization employs only licensed hearing
17 instrument dispensers in the dispensing of hearing instruments
18 and files with the Department, by January 1 of each year, a
19 list of all licensed hearing instrument dispensers employed by
20 it.

21 (Source: P.A. 98-362, eff. 8-16-13; 98-827, eff. 1-1-15.)

22 (Text of Section after amendment by P.A. 103-495)

23 (Section scheduled to be repealed on January 1, 2026)

24 Sec. 6. Mail order and Internet sales. Nothing in this Act
25 shall prohibit a corporation, partnership, trust, association,

1 or other organization, maintaining an established business
2 address, from engaging in the business of selling or offering
3 for sale hearing aids at retail by mail or by Internet to
4 persons 18 years of age or older who have not been examined by
5 a licensed physician or tested by a licensed hearing
6 instrument professional provided that:

7 (a) The organization is registered by the Department prior
8 to engaging in business in this State and has paid the fee set
9 forth in this Act.

10 (b) The organization files with the Department, prior to
11 registration and annually thereafter, a Disclosure Statement
12 containing the following:

13 (1) the name under which the organization is doing or
14 intends to do business and the name of any affiliated
15 company which the organization recommends or will
16 recommend to persons as a supplier of goods or services or
17 in connection with other business transactions of the
18 organization;

19 (2) the organization's principal business address and
20 the name and address of its agent in this State authorized
21 to receive service of process;

22 (3) the business form of the organization, whether
23 corporate, partnership, or otherwise and the state or
24 other sovereign power under which the organization is
25 organized;

26 (4) the names of the directors or persons performing

1 similar functions and names and addresses of the chief
2 executive officer, and the financial, accounting, sales,
3 and other principal executive officers, if the
4 organization is a corporation, association, or other
5 similar entity; of all general partners, if the
6 organization is a partnership; and of the owner, if the
7 organization is a sole proprietorship, together with a
8 statement of the business background during the past 5
9 years for each such person;

10 (5) a statement as to whether the organization or any
11 person identified in the disclosure statement:

12 (i) has during the 5-year period immediately
13 preceding the date of the disclosure statement been
14 convicted of a felony, pleaded nolo contendere to a
15 felony charge, or been held liable in a civil action by
16 final judgment, if such felony or civil action
17 involved fraud, embezzlement, or misappropriation of
18 property, and a description thereof; or

19 (ii) is subject to any currently effective
20 injunctive or restrictive order as a result of a
21 proceeding or pending action brought by any government
22 agency or department, and a description thereof; or

23 (iii) is a defendant in any pending criminal or
24 material civil action relating to fraud, embezzlement,
25 misappropriation of property or violations of the
26 antitrust or trade regulation laws of the United

1 States or any state, and a description thereof; or

2 (iv) has during the 5-year period immediately
3 preceding the date of the disclosure statement had
4 entered against such person or organization a final
5 judgment in any material civil proceeding, and a
6 description thereof; or

7 (v) has during the 5-year period immediately
8 preceding the date of the disclosure statement been
9 adjudicated a bankrupt or reorganized due to
10 insolvency or was a principal executive officer or
11 general partner of any company that has been
12 adjudicated a bankrupt or reorganized due to
13 insolvency during such 5-year period, and a
14 description thereof;

15 (6) the length of time the organization and any
16 predecessor of the organization has conducted a business
17 dealing with hearing aid goods or services;

18 (7) a financial statement of the organization as of
19 the close of the most recent fiscal year of the
20 organization. If the financial statement is filed later
21 than 120 days following the close of the fiscal year of the
22 organization it must be accompanied by a statement of the
23 organization of any material changes in the financial
24 condition of the organization;

25 (8) a general description of the business, including
26 without limitation a description of the goods, training

1 programs, supervision, advertising, promotion and other
2 services provided by the organization;

3 (9) a statement of any compensation or other benefit
4 given or promised to a public figure arising, in whole or
5 in part, from (i) the use of the public figure in the name
6 or symbol of the organization or (ii) the endorsement or
7 recommendation of the organization by the public figure in
8 advertisements;

9 (10) a statement setting forth such additional
10 information and such comments and explanations relative to
11 the information contained in the disclosure statement as
12 the organization may desire to present.

13 (b-5) If a device being sold does not meet the definition
14 of an over-the-counter hearing aid or a prescription hearing
15 aid, as stated in this Act, the organization shall include a
16 disclaimer in all written or electronic promotions. The
17 disclaimer shall include the following language:

18 "This is not a hearing instrument or hearing aid as
19 defined in the Hearing Instrument Consumer Protection Act,
20 but a personal sound amplification product and not
21 intended to replace a properly fitted and calibrated
22 hearing aid or treat hearing loss."

23 (c) The organization files with the Department prior to
24 registration and annually thereafter a statement that it
25 complies with the Act, the rules issued pursuant to it, and the
26 regulations of the Federal Food and Drug Administration and

1 the Federal Trade Commission insofar as they are applicable.

2 (d) The organization files with the Department at the time
3 of registration an irrevocable consent to service of process
4 authorizing the Department and any of its successors to be
5 served any notice, process, or pleading in any action or
6 proceeding against the organization arising out of or in
7 connection with any violation of this Act. Such service shall
8 have the effect of conferring personal jurisdiction over such
9 organization in any court of competent jurisdiction.

10 (e) Before dispensing a hearing aid by mail or over the
11 Internet to a resident of this State, the organization informs
12 (i) the parent or guardian of a person age 17 or younger that
13 he or she must obtain a prescription issued by a licensed
14 audiologist or licensed physician that meets the requirements
15 of Section 4.5 or (ii) a person age 18 or older that he or she
16 must obtain a prescription issued by a hearing instrument
17 professional that meets the requirements of Section 4.6.

18 (f) (Blank).✚

19 (g) Where a sale, lease, or rental of prescription hearing
20 aids are sold or contracted to be sold to a consumer by mail
21 order or via the Internet, the consumer may void the contract
22 or sale by notifying the seller within 45 business days
23 following that day on which the hearing aids were mailed by the
24 seller to the consumer and by returning to the seller in its
25 original condition any hearing aids delivered to the consumer
26 under the contract or sale. At the time the hearing aid is

1 mailed, the seller shall furnish the consumer with a fully
 2 completed receipt or copy of any contract pertaining to the
 3 sale that contains a "Notice of Cancellation" informing the
 4 consumer that he or she may cancel the sale at any time within
 5 45 business days and disclosing the date of the mailing and the
 6 name, address, and telephone number of the seller. In
 7 immediate proximity to the space reserved in the contract for
 8 the signature of the consumer, or on the front page of the
 9 receipt if a contract is not used, and in bold face type of a
 10 minimum size of 10 points, there shall be a statement in
 11 substantially the following form:

12 "You, the buyer, may cancel this transaction at any
 13 time prior to midnight of the 45th business day after the
 14 date of this transaction. See the attached notice of
 15 cancellation form for an explanation of this right."

16 Attached to the receipt or contract shall be a completed
 17 form in duplicate, captioned "NOTICE OF CANCELLATION" which
 18 shall be easily detachable and which shall contain in at least
 19 10 point bold face type the following information and
 20 statements in the same language as that used in the contract:

21 "NOTICE OF CANCELLATION
 22 enter date of transaction
 23

24 (DATE)

25 YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR
 26 OBLIGATION, WITHIN 45 BUSINESS DAYS FROM THE ABOVE DATE.

1 IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE
 2 BY YOU UNDER THE CONTRACT OR SALE LESS ANY NONREFUNDABLE
 3 RESTOCKING FEE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU
 4 WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY
 5 THE SELLER OF YOUR CANCELLATION NOTICE AND ALL MERCHANDISE
 6 PERTAINING TO THIS TRANSACTION, AND ANY SECURITY INTEREST
 7 ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

8 IF YOU CANCEL, YOU MUST RETURN TO THE SELLER, IN
 9 SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS
 10 DELIVERED TO YOU UNDER THIS CONTRACT OR SALE.

11 TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED
 12 AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER
 13 WRITTEN NOTICE, OR SEND A TELEGRAM, TO (name of seller),
 14 AT (address of seller's place of business) AND (seller's
 15 telephone number) NO LATER THAN MIDNIGHT OF
 16(date).

17 I HEREBY CANCEL THIS TRANSACTION.

18 (Date).....

19

20 (Buyers Signature)"

21 The written "Notice of Cancellation" may be sent by the
 22 consumer to the seller to cancel the contract. The 45-day
 23 period does not commence until the consumer is furnished the
 24 Notice of Cancellation and the address and phone number at
 25 which such notice to the seller can be given.

26 If the conditions of this Section are met, the seller must

1 return to the consumer the amount of any payment made or
2 consideration given under the contract or for the merchandise
3 less a nonrefundable restocking fee.

4 It is an unlawful practice for a seller to: (1) hold a
5 consumer responsible for any liability or obligation under any
6 mail order transaction if the consumer claims not to have
7 received the merchandise unless the merchandise was sent by
8 certified mail or other delivery method by which the seller is
9 provided with proof of delivery; (2) fail, before furnishing
10 copies of the "Notice of Cancellation" to the consumer, to
11 complete both copies by entering the name of the seller, the
12 address of the seller's place of business, the seller's
13 telephone number, the date of the mailing, and the date, not
14 earlier than the 45th business day following the date of the
15 mailing, by which the consumer may give notice of
16 cancellation; (3) include in any contract or receipt any
17 confession of judgment or any waiver of any of the rights to
18 which the consumer is entitled under this Section including
19 specifically his right to cancel the sale in accordance with
20 the provisions of this Section; (4) misrepresent in any manner
21 the consumer's right to cancel; (5) use any undue influence,
22 coercion, or any other wilful act or representation to
23 interfere with the consumer's exercise of his rights under
24 this Section; (6) fail or refuse to honor any valid notice of
25 cancellation and return of merchandise by a consumer and,
26 within 10 business days after the receipt of such notice and

1 merchandise pertaining to such transaction, to (i) refund
2 payments made under the contract or sale, (ii) return any
3 goods or property traded in, in substantially as good
4 condition as when received by the person, (iii) cancel and
5 return any negotiable instrument executed by the consumer in
6 connection with the contract or sale and take any action
7 necessary or appropriate to terminate promptly any security
8 interest created in the transaction; (7) negotiate, transfer,
9 sell, or assign any note or other evidence of indebtedness to a
10 finance company or other third party prior to the 50th
11 business day following the day of the mailing; or (8) fail to
12 provide the consumer of a hearing aid with written information
13 stating the name, address, and telephone number of the
14 Department and informing the consumer that complaints
15 regarding hearing aid goods or services may be made to the
16 Department.

17 (h) The organization employs only licensed hearing
18 instrument professionals in the dispensing of hearing aids and
19 files with the Department, by January 1 of each year, a list of
20 all licensed hearing instrument professionals employed by it.

21 (Source: P.A. 103-495, eff. 1-1-24.)

22 (225 ILCS 50/9) (from Ch. 111, par. 7409)

23 (Text of Section before amendment by P.A. 103-495)

24 (Section scheduled to be repealed on January 1, 2026)

25 Sec. 9. Areas of examination. The examination required by

1 Section 8 shall be set forth by rule and demonstrate the
2 applicant's technical qualifications by:

3 (a) Tests of knowledge in the following areas as they
4 pertain to the testing, selecting, recommending, fitting,
5 and selling of hearing instruments:

6 (1) characteristics of sound;

7 (2) the nature of the ear; and

8 (3) the function and maintenance of hearing
9 instruments.

10 (b) Practical tests of proficiency in techniques as
11 they pertain to the fitting of hearing instruments shall
12 be prescribed by the Department, set forth by rule, and
13 include candidate qualifications in the following areas:

14 (1) pure tone audiometry including air conduction
15 testing and bone conduction testing;

16 (2) live voice or recorded voice speech
17 audiometry, including speech reception, threshold
18 testing and speech discrimination testing;

19 (3) masking;

20 (4) proper selection and adaptation of a hearing
21 instrument;

22 (5) taking earmold impressions;

23 (6) proper maintenance procedures; and

24 (7) a general knowledge of the medical and
25 physical contra-indications to the use and fitting of
26 a hearing instrument.

1 (c) Knowledge of the general medical and hearing
2 rehabilitation facilities in the area being served.

3 (d) Knowledge of the provisions of this Act and the
4 rules promulgated hereunder.

5 (Source: P.A. 96-683, eff. 1-1-10.)

6 (Text of Section after amendment by P.A. 103-495)

7 (Section scheduled to be repealed on January 1, 2026)

8 Sec. 9. Areas of examination. The examination required by
9 Section 8 shall be set forth by rule and demonstrate the
10 applicant's technical qualifications by:

11 (a) Tests of knowledge in the following areas as they
12 pertain to the testing, selecting, recommending, fitting,
13 and selling of hearing aids:

14 (1) characteristics of sound;

15 (2) the nature of the ear; and

16 (3) the function and maintenance of hearing aids.

17 (b) Practical tests of proficiency in techniques as
18 they pertain to the fitting of hearing aids shall be
19 prescribed by the Department, set forth by rule, and
20 include candidate qualifications in the following areas:

21 (1) pure-tone ~~pure-tone~~ audiometry including air
22 conduction testing and bone conduction testing;

23 (2) live voice or recorded voice speech
24 audiometry, including speech reception, threshold
25 testing and speech discrimination testing;

- 1 (3) masking;
- 2 (4) proper selection and adaptation of a hearing
- 3 instrument;
- 4 (5) taking earmold impressions;
- 5 (6) proper maintenance procedures; and
- 6 (7) a general knowledge of the medical and
- 7 physical contra-indications to the use and fitting of
- 8 a hearing aid ~~aids~~.

9 (c) Knowledge of the general medical and hearing

10 rehabilitation facilities in the area being served.

11 (d) Knowledge of the provisions of this Act and the

12 rules promulgated hereunder.

13 (Source: P.A. 103-495, eff. 1-1-24.)

14 Section 95. No acceleration or delay. Where this Act makes

15 changes in a statute that is represented in this Act by text

16 that is not yet or no longer in effect (for example, a Section

17 represented by multiple versions), the use of that text does

18 not accelerate or delay the taking effect of (i) the changes

19 made by this Act or (ii) provisions derived from any other

20 Public Act.

21 Section 99. Effective date. This Act takes effect upon

22 becoming law."