

Published: June 7, 2019

ARTICLE I. CERTIFICATION

Section 1.01 General. The American Board of Imaging Informatics® (ABII®) shall establish qualifications for certification in imaging informatics. ABII shall evaluate candidates for certification using the qualifications that it establishes and shall duly certify individuals meeting these qualifications.

Section 1.02 Certification. Individuals having satisfied the requirements for certification described in the *ABII Rules and Regulations* are awarded a certificate attesting to the fact that the initial requirements were met and are, therefore, certified by the ABII. The individual remains certified with the ABII as long as the person has met the requirements for initial certification and continues to meet the requirements for certification as described in the *ABII Rules and Regulations*. Certification may be revoked as described in Section 9.03 of these *Rules and Regulations*.

Section 1.03 Designating ABII Certification. A certificate shall be issued to those who have met all qualifications and are otherwise eligible. The certificate confers upon the individual the right to use the title "Certified Imaging Informatics Professional®" and its abbreviation "CIIP®" in connection with his or her name so long as certification shall be in effect. The certification initially issued shall be in effect through the end of December the year following year of certification. The "ABII" designations are trademarks owned by the ABII and should only be used to refer to a Certified Imaging Informatics Professional.

ABII may issue to each certificant, hereafter referred to as a diplomate, one or more forms of printed certificate to evidence such certification. Each such form of printed certificate remains the property of the ABII and shall be returned to the ABII upon its request. A diplomate may indicate certification by the ABII so long as certification shall be in effect by: (a) displaying any such certificate in the diplomate's place of employment; and (b) a factual statement on stationery, in advertisements, and in resumes, biographical sketches, and the like, using the name of the ABII or a recognizable abbreviation of the name. The name of the ABII and the logo of the ABII are registered trademarks and shall not be used by or for any diplomate on any other certificate or material displayed, prepared, or distributed by or for the diplomate, or on any other sign or display used by or for the diplomate, without the ABII's prior written permission.

ARTICLE II. QUALIFICATIONS FOR CERTIFICATION

Section 2.01 General. A candidate for certification by the ABII must meet the qualifications as described in these *Rules and Regulations* and must agree to comply with the *ABII Rules and Regulations*.

The Board of Trustees shall have the right to reject the application of any candidate for certification if the Board determines, in its sole and absolute discretion, that the person does not meet the qualifications for certification.

Section 2.02 Ethics Requirements for Certification. A candidate for certification must be a person of good moral character and must not have engaged in conduct that is inconsistent with the *ABII Rules and Regulations* and must have complied and agree to continue to comply with the *ABII Rules and Regulations*.

Section 2.03 Qualification for Certification. Candidates for certification must meet a minimum of seven (7) points and meet all minimum criteria as defined by the *ABII Seven-Point Qualification System*.

Section 2.04 Examination Requirement for Certification. Candidates for certification must pass an examination developed and administered by the ABII after having met all other qualifications for certification. The examinations shall assess the knowledge and cognitive skills underlying the intelligent performance of the tasks typically required for practice.

Section 2.05 Time-Limited Certification for Diplomates. All certifications will be awarded for a maximum of a 10-year period. The 10-Year Requirements period begins the year of initial certification. Completion of the 10-Year Requirements, as described in Section 2.06 (which may be amended from time to time) must be documented prior to the end of the 10-year period to be eligible to continue certification for an additional 10-year period. All requirements for annual renewal of certification will remain in effect during the 10-year period as will all reinstatement requirements.

Section 2.06 10-Year Requirements. The 10-Year Requirements' compliance period is the one-year period immediately preceding the end of the tenth year. 10-Year Requirements compliance requires completion of one of the four options available to satisfy the requirement.

The four options are:

1. Practice,
2. Education,
3. Research, or
4. Examination.

Detailed information about each of these options is available in the *ABII 10-Year Requirements*.

ARTICLE III. CERTIFICATION PROCESS

Section 3.01 Application for Certification. Applications shall be filed with the Corporation in a format and manner determined by the Corporation, together with a fee in such sum as the Board of Trustees may fix. All candidates shall furnish such information as the Board of Trustees shall request. Applications may be investigated by the Board of Trustees to determine moral character, qualifications of the candidate. Investigations may include criminal background checks through an examination of public records.

Section 3.02 Agreement of Candidates. Candidates for ABII certification and re-examination for satisfaction of the 10-Year Requirements must agree to comply with the *ABII Agreement to Participate in the Certified Imaging Informatics Professional (CIIP) Examination* and must indicate agreement as part of the application process.

"I hereby acknowledge that I have applied to the American Board of Imaging Informatics (ABII) for recognition as a Certified Imaging Informatics Professional. I understand that to be eligible to sit for the certification examination, I must agree to the terms set forth in this document and indicate my agreement in a manner prescribed by ABII.

"By indicating acceptance of this document, I understand that the ABII:

- Is a nonprofit organization whose mission is to enhance patient care, professionalism, and competence in imaging informatics; and that the ABII was founded by the Society for Imaging Informatics in Medicine (SIIM) and the American Registry of Radiologic Technologists (ARRT).
- Has created a certification examination in imaging informatics and awards the CIIP® designation to qualified candidates who meet certain predetermined education and/or experience criteria and pass the examination.
- Will issue certificates bearing the CIIP® designation to eligible candidates whose scores meet or exceed the passing score on the examination, and that the passing score will be determined by the ABII.
- Will allow candidates who do not pass the examination on their initial attempt to repeat the examination up to two additional times within a 12-month period, assuming candidates otherwise remain eligible for certification.
- Will maintain an electronic Directory of all individuals certified by ABII, accessible through the Internet, and that the intent of said Directory is to allow potential employers, professional colleagues, and the general public to verify the certification status of those individuals.
- Will institute over time certain policies and procedures regarding continued certification, and that such policies will address matters such as annual fees, and fees for re-certification, a code of ethics, recertification requirements, and so forth.
- Recognizes that the field of imaging informatics experiences rapid changes in technology and knowledge, and therefore intends for all certificates to be limited for a period of 10 years from date of initial certification; recertification requirements may consist of continuing education, reexamination, other activities, or some combination of these.

"I acknowledge that the information given on my application for certification and registration is true, correct and complete, and I am expected to abide by certain rules and guidelines throughout the certification process. More specifically, I understand and agree that:

- I have read the ABII RULES and REGULATIONS, ABII BYLAWS and ABII CERTIFICATION GUIDE and will abide by policies established by the ABII Board of Trustees.
- Eligibility for certification is determined by the ABII, and that the ABII may confirm the information contained in the application and may also request information relating to my education, training, employment, and personal history.
- Each examination will be supervised by persons who are responsible to and are empowered by the ABII to ensure that the examination is conducted ethically and in accordance with industry standards. I also agree to abide by certain rules and

guidelines during examination administration, as explained by such agents, designated to protect the security and fairness of the examination.

- Any misrepresentation in the application process; any irregular behavior in connection with the examination, such as copying or recording questions or answers, sharing information, using notes, or otherwise giving or obtaining any unauthorized information or aid; of offering financial or other benefit to a Trustee, employee, proctor, or other representative of the ABII in order to obtain a privilege or benefit not usually granted to similarly situated candidates is considered misconduct and will constitute grounds for the ABII to terminate my participation in the examination; bar me permanently from all future examinations; invalidate or withhold the results of my examination; revoke or suspend my certificate; deny my application for certification and/or take any other appropriate action; and that the ABII's decision on any such matter is final.
- The examination and related materials are copyrighted as the sole property of the ABII and must not be removed from the test area or reproduced in any way, and that reproduction of copyrighted material, in whole or in part, is a federal offense and may subject me to the sanctions listed above; and the decision as to whether my scores qualify me for a certification rests solely and exclusively in the ABII, and that its decision is final. I understand and agree that: the ABII may withhold my scores and may require me to retake one or more portions of an examination if the ABII is presented with evidence demonstrating to the ABII, in its sole discretion, that the security of those portions of the examination has been compromised, notwithstanding the absence of any evidence of my personal involvement in the compromising activities.
- If I pass the CIIP® examination, the ABII will issue to me a printed certificate to evidence such certification, which I may display in my place of employment and which entitles me to make factual statements on stationery, in advertisements, in resumes, biographical sketches, and the like, using the name of the ABII. I agree that ABII retains ownership of such certificates and may request their return at any time.

"I authorize the ABII to identify me and to report the fact of my certification or non-certification to prospective employers, universities, colleges, and schools; federal, state, and local agencies; hospitals, health departments, and similar organizations and agencies.

"I hereby waive and release, and shall indemnify and hold harmless, the ABII and persons in their capacities as the ABII's Trustees, members, officers, committee members, employees, and agents from, against, and with respect to any and all claims, losses, costs, expenses, damages, and judgments (including reasonable attorney fees) that arise or are alleged to have arisen, from, out of, with respect to, or in connection with any action which they, or any of them, take or fail to take as a result of or in connection with this applications, any examination conducted by the ABII which I apply to take or take, the score or scores given me on the examination, and, if applicable, the failure of the ABII to issue to me a certificate or to renew the registration of a certificate previously issued to me, the ABII's revocation of any certificate previously issued to me, or the ABII's notification of legitimately interested persons of such actions taken by the ABII.

Governing Law, Jurisdiction and Venue:

"I understand and agree that this Agreement and my entire relationship with ABII is and shall be governed by the law of the State of Minnesota (except for its choice of law provisions). Without limiting the foregoing, I agree that I shall abide by the Minnesota statute relating to certifying examination subversion ([Minnesota Statutes Section 604.19](#)) and that the provisions of that statute are made a part of this Agreement as if fully set forth herein. I understand that I may download a copy of the statute from the hyperlink, or that ABII will send a copy to me if I make a request in writing. I hereby agree that any lawsuits between the ABII and me must be filed in the courts of the State of Minnesota located in Hennepin County or Ramsey County, Minnesota or in the United States District Court for the District of Minnesota. I submit to the jurisdiction of said courts for the purposes of any lawsuit with ABII and agree that jurisdiction and venue are proper in said courts.

Section 3.03 Scheduling of Examinations. The ABII shall examine or cause to be examined candidates for certification at such times and places as shall be designated by the Board of Trustees. The ABII will provide certain personally identifiable information such as the candidate name and address to its examination administrator (Pearson VUE) for the sole purpose of arranging to administer and administering the examination and for reporting the results back to ABII.

Section 3.04 Failure to Appear for Examination. If a candidate fails to appear for examination as assigned by the ABII, and no rescheduling of the same has been authorized by the ABII, the candidate will be assigned to a subsequent examination date only at the request of the candidate and upon payment of an additional fee, and provided that the requirements of Section 3.06 are met.

Section 3.05 Cancellation of Scores. Candidates for certification who are not eligible at the time of examination administration or eligible for re-examination as satisfaction for the 10-Year Requirements will have scores cancelled, and scores will not be available for later reporting. Fees will not be refunded for cancelled scores.

Section 3.06 Re-Examination. A candidate who has failed an examination may be permitted to take a subsequent examination upon payment of an additional fee and at such time and place as the ABII may specify.

Attempts to pass the examination for certification are limited to three attempts. The three attempts must be completed within the 12-month period that commences when the candidate is determined to have met all other qualifications based upon the application submitted by the candidate. Individuals failing the third attempt or not completing it within the 12-month period will be deemed no longer eligible and may

regain eligibility only by repeating the Qualifications described in Article II of these *Rules and Regulations*.

ARTICLE IV. QUALIFICATIONS FOR CONTINUED CERTIFICATION

Section 4.01 General. Upon meeting the initial qualifications for certification and being duly certified and registered by the ABII, an individual is certified and registered with the Corporation through the end of December the following year. The certification is renewable annually thereafter as long as the individual meets or continues to meet the requirements as described in these *Rules and Regulations*, as well as fulfilling other requirements as set by the Board of Trustees from time to time.

The Board of Trustees shall have the right to reject the application for renewal of certification of any person if the Board determines, in its sole and absolute discretion, that the person does not meet the qualifications for certification.

Section 4.02 Ethics Requirements for Renewal of Certification. An applicant for renewal of certification issued by the ABII must be a person of good moral character and must not have engaged in conduct that is inconsistent with the *ABII Rules and Regulations*, and must have complied and agree to continue to comply with the *ABII Rules and Regulations*.

Section 4.03 Continuing Education Requirements. An applicant for renewal of certification must fulfill the continuing education requirements as set out in full in the *ABII Continuing Education Requirements*. Copies of this document will be made available upon request and are available on the ABII website.

Section 4.04 Additional Requirements for Renewal of Certification. An applicant for renewal of certification must continue to meet the applicable requirements described in Section 2.02, 2.03, 2.04, and 2.06.

ARTICLE V. CERTIFICATION RENEWAL PROCESSES

Section 5.01 Application for Renewal of Certification. Applications for renewal of certification shall be filed with the Corporation in a format and manner determined by the Corporation, together with a fee in such sum as the Board of Trustees may fix. Applications shall be available to applicants annually through their ABII online record and must be completed electronically on or before midnight Central Time December 31. All applicants shall furnish such information as the Board of Trustees shall request. Applications may be investigated by the Board of Trustees to determine moral character, compliance with the *ABII Rules and Regulations*, and other qualifications of the applicants for renewal.

Section 5.02 Agreement of Applicants for Renewal of Certification. Applicants for renewal of certification must agree to comply with the following statement and must indicate agreement by signing the application form.

"I hereby apply to the ABII for renewal of certification in accordance with and subject to the *ABII Rules and Regulations*. I certify that I have read and understood the *ABII Rules and Regulations* and *ABII By-Laws* (hereinafter sometimes collectively referred to as the "Governing Documents") which are available on the ABII website and which will be made available upon request.

"By signifying acceptance of this document, I understand and agree that:

- I am and at all times since the date of my initial application for certification have been in compliance with the Governing Documents;
- the ABII may confirm the information contained in the application and may also request information relating to my employment and relevant personal history;
- the ABII may, in the exercise of its discretion, conduct a criminal background check through an examination of public records;
- I am legally bound by and shall abide by all the terms and conditions of this Application and Agreement and the Governing Documents; and
- upon the issuance to me of a renewal of certification, I shall be and remain bound by the Governing Documents.

"I hereby certify that the information given in this application is true, correct, and complete, and that I have read and accept the terms and conditions set forth in the Governing Documents. I understand and agree that:

- any misrepresentation in this application or in any other document or other information I submit to the ABII will constitute grounds for the ABII to revoke or suspend my certification, to deny or reject my application for renewal of certification or to otherwise refuse to renew the certification, to censure me and/or to take any other appropriate action; and
- the ABII's decision on any such matter is final and binding on me.

"I understand that if certification is renewed by the ABII, the ABII may issue to me one or more forms of printed certificate to evidence such certification. I understand and agree that:

- each such form of printed certificate remains the property of the ABII and shall be returned to the ABII upon its request;
- I may indicate my certification by the ABII by displaying any such certificate in my place of practice and by a factual statement on stationery, in advertisements, and in resumes, biographical sketches, and the like, using the name of the ABII or a recognizable abbreviation of the name; and the name of the ABII and the logo of the ABII shall not be used by me on any other certificate or material displayed, prepared, or distributed by or for me, or on any other sign or display used by or for me, without the ABII's prior written permission.

"I authorize the ABII to identify me and to report the fact of my certification or non-certification to prospective employers, universities, colleges, and schools: federal, state, and local agencies; hospitals, health departments, and similar organizations and agencies.

"I hereby waive and release, and shall indemnify and hold harmless, the ABII and persons in their capacities as the ABII's Trustees, members, officers, committee members, employees, and agents from, against, and with respect to any and all claims, losses, costs, expenses, damages, and judgments (including reasonable attorney fees) that arise or are alleged to have arisen, from, out of, with respect to, or in connection with any action which they, or any of them, take or fail to take as a result of or in connection with this applications, any examination conducted by the ABII which I apply to take or take, the score or scores given me on the examination, and, if applicable, the failure of the ABII to issue to me a certificate or to renew the registration of a certificate previously issued to me, the ABII's revocation of any certificate previously issued to me, or the ABII's notification of legitimately interested persons of such actions taken by the ABII.

Governing Law, Jurisdiction and Venue:

"I understand and agree that this Agreement and my entire relationship with ABII is and shall be governed by the law of the State of Minnesota (except for its choice of law provisions). Without limiting the foregoing, I agree that I shall abide by the Minnesota statute relating to certifying examination subversion ([Minnesota Statutes Section 604.19](#)) and that the provisions of that statute are made a part of this Agreement as if fully set forth herein. I understand that I may download a copy of the statute from the hyperlink, or that ABII will send a copy to me if I make a request in writing. I hereby agree that any lawsuits between the ABII and me must be filed in the courts of the State of Minnesota located in Hennepin County or Ramsey County, Minnesota or in the United States District Court for the District of Minnesota. I submit to the jurisdiction of said courts for the purposes of any lawsuit with ABII and agree that jurisdiction and venue are proper in said courts.

Section 5.03 Failure to Renew Certification. Failure to apply for renewal of certification, or failure to meet the qualifications for renewal of certification, or failure to supply all required information by the stated deadline shall result in the discontinuation of certification. The ABII does not permit the display of a certificate for individuals not currently certified and registered with the Corporation. The ABII does not permit use of the title "Certified Imaging Informatics Professional" or its abbreviation "CIIP" or the title by those who are not currently certified and registered by ABII.

Section 5.04 Change of Mailing Address. A diplomate or candidate shall promptly notify the ABII of any change in the mailing address of such diplomate or candidate from that contained in the records of the ABII. The change must be submitted in writing, or electronically through the ABII website. Any notices given by the ABII to a diplomate or candidate by first-class or certified or registered mail, postage-prepaid, to his or her last known address appearing in the records of the ABII, shall be deemed to have been given on deposit in the United States mail.

Section 5.05 Change of E-Mail Address and Obligation to Check Online Account. A diplomate shall promptly notify the ABII of any change in the e-mail address of such diplomate from that contained in the records of the ABII. Any change to an e-mail address must be submitted through the ABII website. All diplomates have an obligation to review any e-mails from the ABII and, if requested to do so, to check their private ABII online account to review important notices regarding the diplomate's requirements to obtain or maintain certification. Any notices given by the ABII to a diplomate or candidate by email to his or her last known email address appearing in the records of the ABII, shall be deemed to have been given on date of issue.

Section 5.06 Application for Discontinuation of Certification. A diplomate may submit an application to discontinue certification at any time, but such discontinuation shall not be effective unless accepted by the Board of Trustees. The Board of Trustees shall be under no obligation to accept an application for discontinuation and may institute any proceedings for revocation of certification or for other sanction in respect to the diplomate as it deems appropriate, and may impose such sanctions at any time prior to accepting such application for discontinuation.

ARTICLE VI.

QUALIFICATIONS FOR REINSTATEMENT OF CERTIFICATION

Section 6.01 General. A certification issued by the ABII that has been discontinued may be reinstated if the applicant for reinstatement of certification meets the requirements for reinstatement as described in Article VI of these *Rules and Regulations*, as well as fulfilling other requirements as set by the Board of Trustees from time to time. The Board of Trustees shall have the right to reject the application for reinstatement of certification of any person if the Board determines, in its sole and absolute discretion, that the person does not meet the qualifications for certification.

Section 6.02 Ethics Requirement for Reinstatement. An applicant for reinstatement of certification must be a person of good moral character, must not have engaged in conduct that is inconsistent with the *ABII Rules and Regulations*, and must have complied and agree to continue to comply with the *ABII Rules and Regulations*.

Section 6.03 Renewal After Deadline to submit Annual Renewal fee. A diplomate who fails to submit the annual renewal payment on or before December 31 annually will be placed into a "pending" status. The pending status may be maintained for a maximum of three months. If all requirements for renewal are not met (including continuing education and 10-Year Requirements if due), certification will be discontinued. The diplomate's record will show as valid through December 31 of the prior year in response to any inquiries regarding the diplomate's standing with ABII. Diplomates will be provided the opportunity to submit payment through March 31 (i.e., three months after the regular due date) and required to submit the following late payment:

- Payment between January 1 and January 31 - renewal fee plus a \$10 late fee
- Payment between February 1 and February 28/29 - renewal fee plus a \$20 late fee

- Payment between March 1 and March 31 - renewal fee plus a \$30 late fee

When annual renewal payment and late fee are received, the “pending” status will be removed and “valid through date” will be updated to December 31 of the current year.

The CIIP certification will be discontinued for diplomates who fail to pay the annual renewal fee and late fees on or before March 31. Online verification of CIIP status will result in the diplomate not being listed as an active CIIP.

Individuals who have had their CIIP certification discontinued for non-payment of the annual renewal fee, may request to reinstate and the request must be submitted on or before December 31 in the year following non-payment of annual renewal. The individual will be required to meet any CE requirements or 10-Year Requirements due as explained in Section 6.04 and Section 6.05, pay the prior year annual renewal fee, and a late fee of \$150. When annual renewal payment and late fee are received, the discontinued status will be removed and “valid through date” will be updated to December 31 of the current year.

The individual will be required to submit the renewal payment for the current year on or before December 31 to avoid “pending” status for non-payment of annual renewal in following year.

If the annual renewal fee payment is more than 12 months in arrears, the individual is no longer eligible to request reinstatement and will be required to re-qualify and re-test to regain certification.

Section 6.04 Renewal When Not Compliant with Biennial CE Requirements. A diplomate who fails to meet the CE Requirements within the previous biennium (i.e., two-year period) will be allowed a three-month extension to complete the required number of CE credits and will be placed into a “pending” status until all requirements for CE and payment are satisfied. The diplomate’s record will show as valid through December 31 of the prior year in response to any inquiries regarding the diplomate’s standing with ABII.

The pending status will begin on January 1 of the year following the end of the diplomate’s biennium and extend until the last day of March in the same year. During this time period, diplomates must complete and report any additional CE credits not completed during the biennium period.

After all the required CE credits have been reported, the diplomate will be able to pay the prior year annual renewal fee plus the late fee as noted in Section 6.03. The prior biennial CE, annual renewal payment and late fee must be submitted no later than March 31.

When CE compliance is confirmed, the “pending” status will be removed and “valid through date” will be updated to December 31 of the current year.

The CIIP certification will be discontinued for diplomates who fail to complete the prior biennium CE and pay the annual renewal fee and late fee on or before March 31. Online verification of CIIP status will result in the diplomate not being listed as a CIIP.

Individuals who have had their CIIP certification discontinued for non-compliance with biennial CE requirements, may request to reinstate and the request and required CE must be submitted on or before December 31 in the year following non-compliance with biennial CE requirements. The individual will be required to meet the CE requirements as explained above, pay the prior year annual renewal fee, and a late fee of \$150. When annual renewal payment and late fee are received, the discontinued status will be removed and “valid through date” will be updated to December 31 of the current year.

The individual will be required to submit renewal payment for current year on or before December 31 to avoid “pending” status for non-payment of annual renewal in following year.

If the biennial CE requirement is more than 12 months in arrears, the individual is no longer eligible to request reinstatement and will be required to re-qualify and re-test to regain certification.

The diplomate’s CE biennium dates will not change when put into “pending” status or certification has been discontinued. In addition to the CE credits that are required to satisfy the prior CE biennium, an additional 24 CE credits must be completed by the end of the new biennium in order to remain in compliance with the requirements. CE credits used to satisfy the CE requirements during the “pending” status or discontinued certification cannot be used for the next biennium requirements.

Section 6.05 Renewal When Not Compliant with 10-Year Requirements. A diplomate who fails to meet the 10-Year Requirements on or before December 31 in the required time period (i.e., tenth year of certification) will be allowed a three month extension to complete the Examination option and will be placed into a “pending” status until the examination is passed and payment is satisfied. The diplomate’s record will show as valid through December 31 of the prior year in response to any inquiries regarding the diplomate’s standing with ABII.

The pending status will begin on January 1 of the year following the end of the diplomate’s tenth year of certification and extend until the last day of March in the same year. If a diplomate does not complete the 10-year Requirements on or before December 31 in their tenth year of certification, the Examination option is the only option available to satisfy the 10-year Requirements. Diplomates must select and pay for the Examination option and pass the examination on or before March 31.

After the 10-year Requirements have been satisfied, the diplomate will be able to pay the prior year annual renewal fee plus the late fee as noted in Section 6.03. The diplomate must be in compliance with CE requirements and pay the annual renewal fee, including late fee, on or before March 31.

When 10-Year Requirements compliance is confirmed, the “pending” status will be removed and “valid through date” will be updated to December 31 of the current year.

The CIIP certification will be discontinued for diplomates who fail to complete the prior 10-Year Requirements and pay the annual renewal

fee and late fee on or before March 31. Online verification of CIIP status will result in the diplomate not being listed as a CIIP.

Individuals who have had their CIIP certification discontinued for non-compliance with 10-year Requirements, may request to reinstate. The individual must request reinstatement and pass the examination on or before December 31 in the year following non-compliance with 10-year Requirements. The individual will be required pay the prior year annual renewal fee, and a late fee of \$150.

The individual will be required to submit the renewal payment for the current year on or before December 31 to avoid "pending" status for non-payment of the annual renewal in the following year.

If the 10-year Requirements is more than 12 months in arrears, the individual is no longer eligible to request reinstatement and will be required to re-qualify and re-test to regain certification.

The diplomate's 10-year Requirements dates will not change when put into "pending" status or when certification is discontinued.

Section 6.06 Failure to Renew Certification

An individual who fails to apply for renewal of certification or who does not pay the annual fee, or who does not meet the CE requirements is no longer certified by ABII. Present or prospective employers or state licensing agencies inquiring about the status of such a person will be told that the individual is not certified by ABII. Since information for those who do not annually renew can quickly become outdated, and since providing such information is a service reserved only for diplomates, no information on the person (other than that they are not certified by the ABII) will be provided. Reinstatement of certification will be allowed only after successful completion of the reinstatement requirements as noted in the *ABII Rules and Regulations*.

ARTICLE VII.

REINSTATEMENT OF CERTIFICATION PROCESS

Section 7.01 Application for Reinstatement of Certification. Applications for reinstatement of certification shall be filed with the Corporation in a format and manner determined by the Corporation, together with a fee in such sum as the Board of Trustees may fix. All applicants shall furnish such information as the Board of Trustees shall request. Applications must be signed by the applicant. Applicants may be investigated by the ABII to determine moral character, compliance with the *ABII Rules and Regulations*, and other qualifications of the applicant for reinstatement.

Section 7.02 Agreement of Applicants for Reinstatement. Applicants for reinstatement of certification must agree to comply with the agreement included in Article V, Section 5.02 and must indicate agreement by signing the application form.

ARTICLE VII. DISCIPLINARY ACTIONS

Section 8.01 General. The Board of Trustees, in accordance with the *ABII Rules and Regulations*, may reject or deny an application for certification, refuse the renewal of certification, or revoke certification, or revoke eligibility to reinstate certification of any individual who does not meet or who does not continue to meet the qualifications for certification set forth in the *ABII Rules and Regulations*. The Board of Trustees shall also have the right to censure diplomates or suspend a diplomate's certification for such period of time as it deems appropriate.

Section 8.02 Denial of Application for Renewal of Certification. An application for the renewal of certification previously issued may be denied if the Board of Trustees determines that the applicant has not met or does not continue to meet the qualifications for certification specified in the *ABII Rules and Regulations*.

The certification of an individual whose application for renewal has been denied shall be deemed to remain in effect during the period in which such individual contests the action of the ABII, in respect to its refusal to renew the certification.

Section 8.03 Revocation or Suspension of Certification; Censure of Diplomate. The Board of Trustees may revoke or suspend certification issued by it, or may censure a diplomate, if it determines that the diplomate:

- (a) is not, or has ceased to be, a person of goodmoral character; or
- (b) has been guilty of or advocated, directly or indirectly, unethical practices according to standards prescribed by the Board of Trustees; or
- (c) shall have conducted himself or herself in the practice of his or her profession or in any other manner so as to bring discredit to the profession; or
- (d) shall have violated or refused to comply with any of the terms of the Agreement signed at the time of application for certification, renewal of certification, or reinstatement of certification; or any of the *ABII Rules and Regulations*; or
- (e) shall in any other manner cease to meet the qualifications for certification specified in the *ABII Rules and Regulations*.

ARTICLE IX.

CONTINUING EDUCATION REQUIREMENTS

The Board of Trustees shall promulgate, annually review, and adopt changes it considers necessary or appropriate in the *ABII Continuing*

Education Requirements, and evaluate their relevance and application to Certified Imaging Informatics Professionals and applicants for renewal or reinstatement of certification.

ARTICLE X. APPEALS

Except as otherwise noted in *ABII Rules and Regulations*, diplomates or examination candidates may appeal any decision regarding an individual's eligibility to obtain or maintain certification by the Board of Trustees by submitting a written request for an appeal within 30 days after notification of decision is mailed or emailed to diplomate or examination candidate. Failure to make a written request for an appeal within such period shall constitute consent to the action taken by the Board of Trustees pursuant to such notice.

The written appeal must include the following:

1. ABII Number, First Name, Last Name, Address, Phone and Email. This information must match what is in ABII record for diplomate or examination candidate.
2. Detailed description of issue, request for appeal of decision and documentation to support appeal.

The Board of Trustees shall consider the policy and procedures of ABII, the files and records of ABII applicable to the issue, and any written appellate submission of the diplomate or examination candidate and shall determine whether to affirm or to modify the decision or to remand the matter to the Ethics Committee for further consideration. The Board of Trustees may request that ABII or the diplomate or examination candidate provide additional information in such manner, on such issues, and within such time as it may prescribe. All appeals provided for herein shall be private at all stages. It shall be considered an act of professional misconduct for any diplomate or examination candidate to make an unauthorized publication or revelation of the same, except to the diplomate's or examination candidate's attorney or other representative, immediate superior, or employer.

ARTICLE XI. AMENDMENTS TO THE RULES AND REGULATIONS, THE CONTINUING EDUCATION REQUIREMENTS, AND THE 10-YEAR REQUIREMENTS

Section 11.01 General. Any person, group, or representatives of groups or associations may register their names with the ABII to receive notice of proposed or amended *ABII Rules and Regulations*, or amended *ABII Continuing Education Requirements*, or amended *ABII 10-Year Requirements*. Substantive revisions will follow the amendment process described in Section 11.02, but other changes may be made by the Board of Trustees from time to time at its discretion.

Section 11.02 Amendment Procedures. *ABII Rules and Regulations* or amendments thereto, or amendments to the *ABII Continuing Education Requirements* or amendments to the *ABII 10-Year Requirements*, hereinafter collectively referred to as a "proposed rule," may be proposed, considered, or adopted in the following manner:

- (a) Notice of a proposed rule shall be given by e-mail to each member of the Board of Trustees at least 30 days prior to the meeting at which it is to be considered.
- (b) The proposed rule may be approved for public distribution and publication by majority vote of the Board of Trustees prior to adoption. A proposed rule shall not be adopted until such rule has been distributed and published for public comment. A proposed rule shall be accompanied by a date or proposed date on which it is proposed to adopt such rule.
- (c) The proposed rule shall be posted on ABII's public website and may be distributed in any other manner deemed appropriate by the ABII.
- (d) All interested persons who desire to comment on any proposed rule shall make such comments in writing and direct them to the Coordinator of the ABII at the offices of the ABII, 1255 Northland Drive, St. Paul, Minnesota, 55120, at least 30 days prior to the date at which the Board of Trustees is to take action to adopt the proposed rule. Copies of such written comments shall be made available to any interested persons requesting to review the same and shall be distributed to each member of the Board of Trustees who will act upon and consider the proposed rule or regulation. All such comments shall be reviewed by the Board of Trustees at the meeting at which consideration of adoption of proposed rule takes place.
- (e) At the request of an interested party, and with the consent of the Chairman of the ABII, any person may appear before the Board of Trustees at a date and time scheduled by it, to speak in respect to any proposed rule.
- (f) At any meeting of the Board of Trustees at which a proposed rule or regulation is considered, the Board of Trustees shall determine affirmatively that facts exist establishing the need for, and reasonableness of, the rule or regulation proposed for adoption. Upon such affirmative showing and approval of the proposed rule by a majority of the Board of Trustees, the proposed rule shall become effective immediately, unless a later effective date is established by resolution of the Board of Trustees, or unless such rule is republished as provided in Subparagraph (g) of this article.
- (g) At the meeting of the Board of Trustees at which adoption of the proposed rule is considered, after due consideration of public comment, the Board of Trustees may adopt the proposed rule and make such changes, amendments, or modifications to the proposed rule as it shall determine appropriate. In the event, in the judgment of the Board of Trustees, the rule as adopted contains any substantive and material changes from the form of proposed regulations as previously published, the proposed rule, as amended, shall be republished, noting the changes that have been made. In absence of substantive and material changes being

made to the proposed rule, the ABII shall not, unless the Board of Trustees so directs, be obligated to republish or redistribute any rule or regulation so adopted. The Board of Trustees shall determine whether a substantive or material change has been made to a proposed rule, and its determination on such matter shall be conclusive. If the Board of Trustees adopts a proposed rule that it requires to be republished, such rule shall become effective 60 days after the publication of the rule by the ABII or on such later date as the Board of Trustees shall specify.

- (h) Nothing herein shall prevent the Board of Trustees, without prior publication of any proposed rule or regulation, or circulation of the same to interested parties, from considering and adopting any rule or regulation determined by it to be appropriate on an interim basis to deal with any emergency condition, event, or situation, or any circumstance of hardship; provided, however, that such rule or regulation shall expire one year after its adoption, unless adopted as a rule or regulation in the manner prescribed by Section 11.02 of these *Rules and Regulations*.
- (i) Notwithstanding anything apparently or expressly to the contrary contained in these *ABII Rules and Regulations*, the *ABII Continuing Education Requirements* or the *ABII 10-Year Requirements* as adopted by the Board of Trustees, amendments shall become effective upon the date of adoption and shall remain in full force and effect unless and until amended as hereinabove provided for.