



# CAQ Exam Policies, Procedures and Authorization

## Eligibility

- NCCPA evaluates applications for the Certificate of Added Qualifications (CAQ) program and CAQ maintenance without regard to age, gender, national origin, race, religion, sexual orientation, marital status or disability.
- Eligibility criteria and requirements for earning and maintaining a CAQ are provided in the [Governing Policies Regarding the Certificate of Added Qualifications Program](#) published on NCCPA's website. Only those PAs who are currently certified by NCCPA with the designation of PA-C and meet all other eligibility criteria are eligible to earn or maintain a CAQ. NCCPA does not waive any eligibility requirements. A PA holding the PA-C Emeritus designation is not eligible to earn or maintain a CAQ.
- **It is the responsibility of the physician assistants (PAs) who are registering for a CAQ to read and meet the requirements of the CAQ for which they are applying. If NCCPA determines that an ineligible individual is registered for the CAQ program, took a CAQ examination, or earned or maintained a CAQ, the eligibility, examination scores, and the CAQ, if applicable, will be rescinded.**
- PAs may be registered for more than one CAQ program at a time.
- PAs must provide information on all licenses and federal privileges they hold to practice as a PA, and the status of the licenses and federal privileges must be in compliance with the criteria listed in the eligibility section of the [Governing Policies Regarding the Certificate of Added Qualifications Program](#). The status of all licenses and federal privileges to practice will be verified by NCCPA. PAs registering for the CAQ process or maintaining their CAQ agree to provide NCCPA with any and all requested information and the authority to request and receive further information to verify the license and/or federal privilege status. If, for any reason, the license and/or federal privilege to practice cannot be verified by NCCPA, the PA may be deemed ineligible for the CAQ program.
- PAs must continue to meet all eligibility criteria for the CAQ, including current NCCPA certification and all licensure/privilege requirements, throughout the entire time in which they earn and maintain the CAQ. Requirements for notifying NCCPA of the changes to licensure and/or privilege to practice information are provided in the [Governing Policies Regarding the Certificate of Added Qualifications Program](#). If, for any reason, the license and/or federal privilege to practice cannot be verified by NCCPA, the PA may be deemed ineligible for the CAQ program. Regarding the CAQ program, and, in accordance with the [Code of Conduct](#), PAs must report any adverse regulatory or credentialing action to NCCPA within 30 days of issuance.
- Applicants will have six years from the date they initiate the process to the date they complete all requirements for earning a CAQ. The process is initiated by submitting an administrative fee and satisfying any one of the following requirements: Specialty CME Requirement, Specialty Experience Requirement, or the Specialty Procedures/Patient Case Requirements. PAs who do not complete the program within that six-year period will need to begin the process anew by meeting and resubmitting all requirements.
- There is a ten (10) year cycle for maintaining a CAQ. In addition to meeting all other

requirements for maintaining a CAQ, including earning 125 Category I CME credits in the CAQ specialty since the CAQ was issued, PAs must pass the CAQ exam within three attempts prior to the expiration of the current CAQ expiration date. If the exam has not been passed after the third attempt, the CAQ will be invalidated as of the expiration date of the CAQ. For PAs who take and pass the CAQ maintenance exam prior to the tenth year of their cycle, the ten-year CAQ maintenance cycle will be reset based on the year the examination is passed.

- In the event that a PA with current NCCPA certification is applying for a CAQ exam while under disciplinary review by the NCCPA, the PA will be permitted to apply for and take the CAQ exam. However, the CAQ examination results will not be released, and the PA will not receive the CAQ or have the CAQ status updated, if applicable, until a final decision has been reached and the matter has been resolved to the satisfaction of NCCPA.
- PAs who lose eligibility for a CAQ after submitting the exam application and fee will be deemed ineligible and restricted from scheduling or taking the exam to earn or to maintain a CAQ and will be withdrawn from the exam process and will forfeit the exam registration fee.
- If NCCPA determines that an ineligible individual took an examination, scores for that examination will not be reported or, if previously reported, will be rescinded.
- Unsuccessful examinees may apply for a subsequent examination but must continue to meet the CAQ eligibility requirements described above and provided in the [Governing Policies Regarding the Certificate of Added Qualifications Program](#) at the time of their next application.
- PAs who lose a CAQ due to the expiration of their PA-C certification may reinstate their CAQ upon regaining their PA-C certification, as long as the original or most recent CAQ expiration date has not passed and the PA meets the licensure/federal privilege requirements for the CAQ program. The CAQ will be reinstated for the period of time remaining in the CAQ maintenance period. PAs who lose a CAQ for any other reason, including NCCPA disciplinary actions, must begin the CAQ process anew by meeting the eligibility requirements for initial CAQs, including passing the CAQ examination, or may seek a reinstatement of their CAQ when they regain certification by filing a request for an exception to policy, as long as the CAQ expiration date has not passed and the PAs meets the licensure/federal privilege requirements for the CAQ program.

### **Testing Accommodations**

- NCCPA complies with the Americans with Disabilities Act (ADA). In administering its exams, NCCPA will provide necessary testing accommodations for examinees with documented disabilities and qualifying medical conditions that may be temporary or are not otherwise covered by the ADA, to the extent the accommodations do not jeopardize examination integrity or security and are compatible with the nature and purpose of the exam program.
- The decision as to which accommodations will be provided is at the sole discretion of NCCPA, consistent with legal requirements.
- PAs who require testing accommodations must indicate that accommodations are needed when applying for the examination.
- PA should submit appropriate and sufficient documentation to support the request for accommodations to NCCPA with the exam application or as soon as possible thereafter. Information on accommodations and the required documentation are available online at

[NCCPA's website.](#)

- Requests for accommodations and the exam application will not be processed until complete documentation has been received and a decision made by NCCPA. A delay in providing documentation to NCCPA will delay the application processing and may affect the dates and test center options available for scheduling the exam.

### **Application Deadlines**

- NCCPA will accept applications in accordance to the deadlines published at <http://www.nccpa.net/Specialty-CAQs>. A document or payment will be considered submitted on or before the published deadline if:
  - it is physically received by NCCPA on or before the deadline;
  - it is deposited on or before the deadline in the U.S. Postal Service registered or certified mail, and the official U.S.P.S. postmark date (not a private postage meter mark) appears either on the envelope or on the receipt provided by the U.S.P.S. at the time of mailing; or
  - it is deposited on or before the deadline with a commercial expedited-delivery courier service.

### **CAQ Exams Administered at Test Centers**

- The examination administration windows are published on the NCCPA website, and NCCPA will provide PAs with an examination acknowledgment after their application for the CAQ exam has been processed. The examination acknowledgement includes instructions on scheduling examinations with Pearson VUE. ***To increase the likelihood of obtaining a preferred test center location, NCCPA advises that PAs contact Pearson VUE to schedule the exam immediately upon receiving the acknowledgement notice.***
- NCCPA's exams are administered at Pearson VUE test centers. Based on Pearson VUE's policies and governmental requirements, Pearson VUE may modify the requirements for admission to the test center and examinee conduct during the exam administration. PAs will be required to comply with these requirements. In addition to the requirements specified in NCCPA's policies, PAs should visit Pearson VUE's website at [Pearson VUE Test Taker Resources](#) to become familiar with the current requirements prior to arriving at the test center.
- PAs who want to reschedule their examination time, date or location must contact Pearson VUE at least one (1) business day prior to the scheduled examination date or will forfeit the entire examination registration fee, as noted in the Financial Policies section. PAs who are unable to meet the one (1) business day notification due to extenuating circumstances may contact NCCPA to file an exception to policy.
- PAs who decide not to take the CAQ examination and want to withdraw their application must submit a request in writing via fax, mail or e-mail to NCCPA to be withdrawn from the examination. NCCPA must receive the withdrawal request at least one (1) business day prior to the scheduled examination date or the PA will forfeit the entire examination registration fee, as noted in the Financial Policies section. Cancellation of the examination date with Pearson VUE does not constitute withdrawal from the examination. PAs who are unable to meet the one (1) business day notification due to extenuating circumstances may contact NCCPA to file an exception to policy.

- PAs who do not reschedule their examination or withdraw their application at least one (1) business day prior to the scheduled exam date are required to submit a new application and full fee payment if they choose to apply for the exam in the future.
- PAs should arrive at the testing center 30 minutes before the scheduled testing time on the date of the examination. PAs who arrive later than the acceptable cut-off time will not be admitted to the test center, will forfeit the entire examination registration fee, and must submit a new application and full fee payment to apply for a future CAQ exam administration. PAs who arrive late to the testing center due to extenuating circumstances may contact NCCPA to file an exception to policy.
- When arriving at the test center, PAs must present two forms of valid and current identification (ID). One ID must contain a permanently affixed photo with the PA's printed name and signature, and the second ID must contain the PA's printed name and signature. The names on the two forms of identification must match and must also match the name on file with NCCPA in order for the PA to be admitted to the exam. PAs who arrive at the test center without the required ID will not be permitted to take the examination. In such case, the entire examination registration fee will be forfeited, and a new application and full fee payment will be required to apply for a future CAQ examination. Information on NCCPA's name and ID policies and acceptable name differences can be found by at [Testing ID and Name Policy](#) or [www.nccpa.net/ID](http://www.nccpa.net/ID).
- Photographic images, signatures, fingerprints and/or palm vein images will be obtained digitally from PAs as they arrive at the test center as proof of identification.
- After beginning the examination, PAs may not cancel or reschedule the exam, and no refund of any portion of the examination registration fee or credit toward future examination fees will be provided unless the PA files an exam grievance or exception to policy that is granted by NCCPA, as described in the Exam Grievances and Appeals and Exceptions to Policy sections.
- Examinees who are unable to complete the examination or feel their performance was negatively impacted during the exam administration due to extenuating circumstances beyond their control may file an exam grievance or exception to policy, as described in the Exam Grievances and Appeals and Exceptions to Policy sections. Otherwise, the examination will be scored as usual.
- Test center staff monitor all testing sessions for NCCPA exams. Failure to follow the instructions of the test center staff may be deemed irregular behavior. Examinees observed engaging in possible violation of test administration rules or other forms of irregular behavior will not necessarily be told of the observation at the time of the examination.
- Examinees are not permitted to make written notes of or to record in any way the content of an examination. Except as instructed by test center staff, the only writing or recording permitted by examinees while in the testing room is on the center's non-removable, erasable, laminated note boards.
- No personal belongings, food, or drinks are allowed in the testing room. A locker will be assigned for storage of personal items.

- Upon reasonable suspicion, personal belongings and their contents may be subject to inspection. Any materials that are, or reasonably appear to be, a reproduction of any NCCPA examination materials will be confiscated.
- PAs may take scheduled breaks between exam sections. During a scheduled break, PAs are permitted to access personal items that have been stored in their locker during the exam. If a PA's break time exceeds the time allotted for breaks, the time overage will be deducted from the remaining testing time.
- The time allotted for an exam section does not stop if a PA takes an unscheduled break during the exam section. PAs who take an unscheduled break are not allowed to access any personal items other than medication or food required at a specific time and with the approval of the test center staff. Items not permitted include, but are not limited to, cell phones, electronic tablets, laptop computers, etc. In addition, examinees may not access exam notes, books or study guides.

### **Financial Policies (Fees, Withdrawals, Transfers, Cancellations, & Refunds)**

- There are two fees associated with earning a CAQ. An administrative fee is due at the beginning of the CAQ process when PAs submit an attestation or documentation of the first non-examination requirement for the CAQ. An examination registration fee is due when the CAQ examination application is submitted. The only fee for maintaining a CAQ is the examination registration fee that is due when the examinational application is submitted. All fees must be paid in U.S. funds.
- **NCCPA's acceptance of payment does not imply eligibility for the CAQ program.**
- PAs who are deemed eligible but do not reschedule or withdraw from the exam at least one (1) business day prior to the scheduled date as provided on the examination acknowledgment or do not take the CAQ examination on the scheduled date provided on the examination acknowledgement will forfeit their entire CAQ examination registration fee and must submit a new application and full payment if they choose to take the exam in the future. PAs who experience extenuating circumstances, as previously noted, may file an exception to policy or an exam grievance, as described in the Exam Grievances and Appeals and Exceptions to Policy sections, to potentially avoid forfeiting their fees.
- No application will receive final approval until payment for all current, outstanding, and past due fees has been received by NCCPA. Any additional fees incurred between the time the application is processed and the time the PA's exam results become available must be paid before NCCPA will release exam results.
- All fees must be paid in U.S. funds and must accompany the CAQ examination application. Until complete payment has been received by the NCCPA, the application will not be processed and the CAQ examination cannot be scheduled.
- PAs are required to pay the difference in exam registration fees if they transfer to a timeframe that requires additional fees.
- If a PA loses eligibility for a CAQ after submitting the respective application and fees or if, at any time, it is determined that a PA provided incorrect eligibility information on any NCCPA application, the PA shall forfeit all fees.

- Refunds will be issued directly to the party who paid the fee.
- NCCPA will assess a \$35 service charge for all returned checks, declined credit cards and credit card charge backs. Further, the CAQ registration and/or examination application will not receive final approval until all fees are successfully submitted.
- NCCPA will assess a \$50 charge to issue a replacement CAQ certificate due to name change, loss, change of address or other factors beyond NCCPA's control.

### **Exam Results**

- Results from the CAQ exams will be released to examinees after NCCPA has completed all scoring and validation processes, unless disciplinary proceedings are pending against the examinee. NCCPA will notify examinees by e-mail as soon as examination results have been processed and posted to the PA's personal certification record.
- PAs may not register to repeat an examination if they have scores pending from a previous administration of the same examination. If a PA is deemed ineligible for a CAQ after taking the exam but prior to the release of exam results, the exam results will be invalidated and not reported to the PA.
- Upon notification of the exam results, PAs may contact NCCPA to request that a printed copy of the performance report be mailed to the address on file for the PA. PAs who have not received the requested performance report within 30 days and have not had an address change may submit a written request for a duplicate score report.
- The performance of all examinees is monitored and may be statistically analyzed for irregularity. Exam results that, in the sole discretion of NCCPA, do not represent a reasonable assessment of the examinee's knowledge as sampled by the examination may be judged invalid (neither pass nor fail).
- Exam results may be considered invalid for a variety of reasons, which may include aberrations in exam administration beyond the examinee's control and advertent or inadvertent irregular behavior (see Irregular Behavior section, below) on the part of one or more examinees. Also, if statistical analyses indicate that exam results may be invalid, the exam results will not be released or may be rescinded pending completion of an analysis to verify validity.
- NCCPA reserves the absolute right to cancel an examination and/or invalidate one or more scores or exam results if, in its sole discretion, NCCPA determines that irregular behavior has occurred.

### **Exam Grievances**

- Examinees who believe that some unusual event or condition relating to the exam administration caused a significant adverse effect on their performance may submit a grievance regarding the exam administration. However, an exam grievance may not be used to challenge exam design, content or a failing score.
- To report a grievance, the examinee must submit to NCCPA via email, fax, or mail a completed Exam Grievance Submission Form describing the situation with any relevant supporting documentation. The completed Exam Grievance Submission form should be submitted as soon as practicable, but in no event later than three (3) business days after the date on which the exam administration occurred.

### **Appeals and Exceptions to Policy**

PAs who disagree with an NCCPA decision or the application of a policy to their circumstances have the right to seek review of that decision or to seek consideration of a policy exception by submitting a written and signed request with appropriate supporting documentation to NCCPA. Additionally, PAs who have experienced an extenuating circumstance(s) which may have impacted their ability to take or complete the examination have the right to submitting an Exception to Policy in accordance with NCCPA's [Policies Governing the Consideration of Requests for Exceptions to Policy](#). Upon receipt of the request, NCCPA will make a decision on the request and provide a written notice of the decision to the PA. If the decision is adverse, the PA will be provided with a copy of the [Review and Appeal Policies and Procedures](#), which describes the process for requesting further review of the decision. If further consideration is desired, the Request for Review must be filed within 30 days after the date of notice of the adverse decision.

### **Auditing**

To ensure the reliability and accuracy of the CAQ and maintenance processes, NCCPA may audit the requirements of PAs who have applied for CAQ or have successfully completed the CAQ process. PAs who fail the audit or refuse to submit to an audit may be subject to loss of the CAQ and/or other disciplinary actions as deemed appropriate by NCCPA and in accordance with the [Policies and Procedures for PA Disciplinary Matters](#).

### **Irregular Behavior**

- **NCCPA defines irregular behavior as any behavior that, in the sole discretion of the NCCPA, undermines or threatens the integrity or validity of any part of the application, assessment of eligibility, examination or any other process of NCCPA, whether it occurs before, during or after an application, assessment, examination or other process.** The *Policies and Procedures for PA Disciplinary Matters* describes the disciplinary actions that may be taken based on irregular behavior. Nothing in this policy shall limit or prevent NCCPA from imposing sanctions as set forth in its *Policies and Procedures for PA Disciplinary Matters*.
- Irregular behavior includes, but is not limited to, engaging in, or assisting another individual in engaging in: cheating or other dishonest behavior; compromising the security of an examination; removing or attempting to remove testing materials from a test center or stealing exam materials; reproducing, distributing, displaying or otherwise misusing a test question or any part of a test question from an examination, including copying answers from someone else or allowing one's answers to be copied, making notes during an exam administration in a test center other than on the white board provided by the test center, copying or memorizing and reproducing test items; possessing unauthorized materials during an exam administration at a test center (e.g., including but not limited to, recording devices, photographic materials, reference materials, etc.); having or seeking access to exam materials before an exam; impersonating an examinee or engaging someone else to take the exam by proxy; altering or misrepresenting scores; or other behavior which may cast doubt on the exam results of the individual or another person. It also includes making false representations during the application process or in connection with a PA's certification or CAQ status; altering or falsifying any NCCPA document, NCCPA certification or CAQ; making a false representation that one is certified by NCCPA or has earned a CAQ issued by NCCPA; or illegitimately using the legally-protected marks, PA-C® or Physician Assistant-Certified® or by any other means.
- The content of the exams administered by NCCPA, and each of their items, is proprietary and strictly confidential, and the unauthorized retention, possession, copying, distribution, disclosure, discussion, or receipt of any examination question, in whole or in part, by written, electronic, oral, or other form of communication, including but not limited to e-mailing, copying or printing of electronic files, and reconstruction through memorization and/or dictation, before, during, or after an examination is **strictly prohibited**. In addition to constituting irregular

behavior subject to disciplinary action such as revocation of certification or CAQs, revocation of eligibility for future certification or CAQs, and disciplinary fines, such activities violate NCCPA's proprietary rights, including copyrights, and may subject violators to legal action resulting in monetary damages.

- Examination applicants or examinees can be disqualified from taking an examination, continuing to sit for an examination, receiving examination scores, or sitting for any future examination, and may be required to retake an examination if, at its sole discretion, the NCCPA determines through any means available to it, that the examination applicants or examinees may have engaged in collaborative, disruptive, or other irregular behavior before, during the administration of, or following, the examination, or if the NCCPA determines that the integrity or validity of the examination is otherwise in question.
- In some instances, while the evidence of irregularity is sufficiently strong to cast doubt upon the validity of scores, such evidence may not enable NCCPA to identify the particular individuals involved. In any such circumstances, NCCPA reserves the right to withhold the scores of all candidates, including candidates not directly implicated in the irregularity and, if necessary, to require all candidates to take an additional examination at a later date under conditions which will ensure the validity of all scores. Such determination is at the sole discretion of the NCCPA.
- Anyone who has information or evidence that irregular behavior has occurred should submit a written, signed statement to NCCPA detailing the incident, with copies of any supporting evidence or documentation.
- If NCCPA determines that allegations of irregular behavior are true, it will impose sanctions against the offending individual, which may include temporary or permanent loss of eligibility for exams, certification and CAQs; revocation of existing certification and CAQs; suspension of certification and CAQs; invalidation of scores; loss of eligibility fines or other sanctions as deemed appropriate in NCCPA's sole discretion. Such sanctions may also include legal action against the offending individual.

### **Information Disclosure**

The [Information Disclosure Policy](#) applies to the CAQ.

### **General**

- NCCPA has established policies and procedures to govern its certification and CAQ programs in an attempt to ensure that no PA participating in the programs receives an unfair advantage or disadvantage. Efforts are made to ensure that the programs are administered in compliance with the governing policies and the procedures developed for each program. However, if the integrity of a program is jeopardized, NCCPA reserves the right to invalidate the PA-C or CAQ credential or take other appropriate action.
- Only PAs who hold a valid NCCPA certification may use the designations, Physician Assistant-Certified® and PA-C®. Both designations are legally protected certification marks over which NCCPA exercises exclusive control.
- Only PAs who hold a valid NCCPA certification and a valid CAQ may use the CAQ credential along with their PA-C designation. A PA holding the PA-C Emeritus designation is not eligible to earn or maintain a CAQ.
- PAs who allow their NCCPA certification to expire will lose their eligibility to earn a CAQ and/or any CAQs that are held will be revoked.
- NCCPA certification or a CAQ does not confer any property or contractual rights on any



individual regarding continued or future certification, CAQ, or examination eligibility.

- NCCPA amends its policies from time to time, and candidates for certification, recertification, certification maintenance, CAQ, or maintenance of a CAQ must comply with NCCPA policies in effect at the time to maintain an NCCPA credential.
- To ensure receipt of all NCCPA-related materials in a timely fashion, PAs must notify NCCPA—in writing, by e-mail or by signing in to their personal certification record online—of any name, e-mail, or address changes, whether or not the U.S. Postal service is also notified. Notification of a name change must be accompanied by a signed statement and a light, enlarged photocopy of the PA's current driver's license or passport displaying the correct name. **It is solely the PA's responsibility to keep NCCPA apprised of all name, e-mail, or postal address changes.** Failure to do so promptly may result in delays in receiving information. **Failure to comply with an NCCPA examination-related or other requirement will not be excused on the grounds that a name, e-mail, or postal address has been changed unless acceptable and timely notice of such change was received by the NCCPA.**

### **Affirmation and Authorization**

I hereby apply to the NCCPA for examination and, upon fulfilling all requirements, issuance to me of a Certificate of Added Qualifications in accordance with and subject to the procedures and regulations of the NCCPA. I have read and agree to the conditions set forth in the NCCPA's [\*Governing Policies Regarding the Certificate of Added Qualifications Program\*](#), the CAQ Exam Policies, Procedures and Authorization, and other applicable NCCPA policies and procedures. I agree to disqualification from examination; to denial or revocation of NCCPA Certification/Recertification or any NCCPA CAQ; denial of future eligibility for NCCPA Certification/Recertification or any NCCPA CAQ; and to forfeiture and redelivery of any NCCPA credential granted me by the NCCPA in the event that any of the statements or answers made by me in this application are false or in the event that I violate any of the rules or regulations governing an NCCPA credential or program.

I authorize the NCCPA to make whatever inquiries and investigations it deems necessary to verify my credentials, my professional standing, and my identity. I understand that this application and any information or material received or generated by the NCCPA in connection with my CAQ or with my Certification or Recertification will be kept confidential and will not be released except as follows: (1) the fact that I am or am not, or have or have not been, Certified or Recertified, my certification number, and the relevant dates, are matters of public record and may be disclosed; (2) if I have earned a CAQ in a particular specialty, and, if applicable, the relevant dates, are matters of public record and may be disclosed; (3) information will be released if I have authorized such release or such release is required by law; (4) publicly reportable final disciplinary action by NCCPA and the underlying facts thereof may be reported to state licensing agencies and to the Federation of State Medical Boards and may be disclosed to other interested parties; (5) my address and other identifying information may be exchanged with my Physician Assistant educational program, and (6) NCCPA shall disclose to state and federal agencies information requested by those agencies to facilitate the state licensure process or NCCPA's own disciplinary review process, including pass or fail scores on the CAQ exam if requested, and will comply with state or federal laws, court orders, subpoenas, or military deployment information requirements. Further, I allow the NCCPA to use information from my application and subsequent examination for the purposes of research and statistical analysis, provided that my personal identification with that information has been deleted.

I understand and agree to abide by all NCCPA's CAQ requirements and policies.

## **LIMITATION OF LIABILITY**

I hereby agree to hold the NCCPA, its officers, directors, examiners, employees, and agents, harmless from any actual, consequential, special, or other damages arising out of any action or omission by any of them in connection with this application; the application process; any examination given by the NCCPA; any score relating thereto; the failure to issue me any certificate or credential; any demand for forfeiture or redelivery of such certificate or credential, or the enforcement of any NCCPA policy or standard; provided, however, that my waiver of my right of recovery does not extend to any violation by NCCPA of a state statute or federal statute that authorizes a claim for recovery.

## **AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION: READ CAREFULLY, AS ARBITRATION LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING A COURT ACTION**

I and NCCPA agree that I and/or NCCPA have the right to elect that any dispute or claim between me and NCCPA (or any of its officers, directors, employees or agents) arising out of or relating to this application, any future application by me to NCCPA in connection with a certification, recertification, pilot program participation, or CAQ exam, my certification status with NCCPA, or enforcement of NCCPA's policies, whether the dispute is based on contract, tort, statute, or otherwise, be submitted to and resolved by individual binding arbitration before a single arbitrator within 30 miles of NCCPA's headquarters in Johns Creek, Georgia, under the commercial dispute rules and procedures of the American Arbitration Association; provided, however, that the arbitrator shall allow the filing of dispositive motions; and provided further nothing in this provision shall restrict NCCPA from seeking injunctive relief against me in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation, and the arbitration fees shall be shared between the parties, except that if the statute giving rise to the dispute provides for a different allocation of responsibility for attorneys' fees and costs, the arbitrator shall allocate responsibility for the arbitration fees and for the parties' attorneys' fees in accordance with the relevant statutory scheme at the conclusion of the arbitration. The arbitrator shall apply the law of the State of Georgia and/or U.S. federal law to the dispute.

The right to elect arbitration means that, if I or NCCPA file or threaten to file a court action, the other party can compel arbitration by sending a written notice compelling the party with a claim to instead file a demand for arbitration, and the court will no longer have authority to decide the claim. Arbitration is a method of resolving disputes between parties without filing a lawsuit in court.

IF EITHER I OR NCCPA CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE LITIGATE THE DISPUTE OR CLAIM IN ANY COURT, WITH THE EXCEPTION OF AN ACTION FOR INJUNCTIVE RELIEF BY NCCPA. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I OR NCCPA WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against me may not be joined or consolidated with claims brought by or against any other person. The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with NCCPA.

**RIGHT TO OPT OUT: I understand that I may opt out of this Agreement to Resolve Legal Disputes By Arbitration by sending NCCPA at the address that follows a notice ("Opt Out Notice") that NCCPA must receive within fifteen (15) days of the date I submitted this agreement.** My Opt Out Notice must include my full name, my current address, my current telephone number, my current email address, my full social security number for identity verification purposes, and must be signed by me. Any Opt Out Notice will

apply only to this arbitration agreement and will not apply to any prior or future arbitration agreements that I may enter into with NCCPA. The Opt Out Notice must be mailed with return receipt requested to:

NCCPA: Attn: Opt Out Notice; 12000 Findley Road, Suite 100, Johns Creek, GA 30097-1409.

In the event of any dispute concerning whether I have provided a timely Opt Out Notice, I must produce the signed receipt for mailing the Opt Out Notice. In the absence of the signed receipt, NCCPA's received date stamp on the Opt Out Notice shall be conclusive evidence of the date of receipt. These instructions constitute the only method that I can use to exercise my right to opt out of this arbitration agreement.

If I opt out, or if I file suit against NCCPA and NCCPA does not elect arbitration or if NCCPA files suit against me and I do not elect arbitration, I agree that any such action shall be governed by and construed under the laws of the State of Georgia without regard to conflicts of law. I further agree that any such action shall be brought in the applicable Court of Fulton County in the State of Georgia, or the United States District Court for the Northern District of Georgia; I consent to the jurisdiction of such state and federal courts; and I agree that the venue of such courts is proper. I further agree that, should I not prevail in any such action, NCCPA shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation.

**I UNDERSTAND THAT THE DECISION AS TO WHETHER I QUALIFY FOR THE CERTIFICATE OF ADDED QUALIFICATION RESTS SOLELY AND EXCLUSIVELY WITH NCCPA AND THAT THE DECISION OF NCCPA IS FINAL.**

**I HAVE READ AND UNDERSTAND THESE STATEMENTS, INCLUDING IN THE LIMITATION ON LIABILITY, AND THE AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION, AND I ACCEPT AND I INTEND TO BE LEGALLY BOUND BY THEM.**