



Recertification Pilot Program Policies

Pilot Eligibility & Participation Requirements

- Only PAs who are due to recertify in 2018 and 2019 and who have not previously exhausted all permitted PANRE attempts are eligible to participate in the recertification pilot program.
- NCCPA will not waive any eligibility requirements.
- The pilot program will be conducted January 2019 through December 2020 (“the pilot period”).
- To maintain pilot eligibility, participants must fulfill all CME and related fee requirements due through the end of the pilot period and must comply with the pilot program requirements during all eight quarters of the pilot period.
- Before, during and after the pilot period, pilot registrants will be required to respond to surveys related to their professional and practice profile, opinions regarding recertification, and any other such information deemed by NCCPA to be necessary to evaluate participants’ professional profile, attitudes, and proficiency.
- Participants must respond to 25 questions each quarter during the pilot period. Each quarter, participants will have approximately 10 weeks to respond to the 25 questions.
- PAs who successfully complete and pass the pilot and who have fulfilled all CME and related fee requirements will have satisfied their recertification requirement for the six-year certification maintenance cycle ended in 2018 or 2019.
- PAs who are registered for the pilot may not also simultaneously be registered for PANRE.
- Although pilot participants may consult reference materials if time permits, participants are prohibited from discussing the item questions with others to get the answer, having others answer the questions for the participant, or distributing or sharing the pilot test items with others. PAs must agree to these conditions as a condition of participation in the pilot.
- PAs who register for the pilot but withdraw prior to 2019 must pass PANRE before their current certification expiration date in order to maintain certification.

Certification Extensions for Pilot Registrants Due to Recertify in 2018

- Beginning in October 2018, certification for pilot registrants who are due to recertify in 2018 (“the 2018 recertification cohort”) and who have completed all CME and fee requirements will be extended to December 31, 2019.

- In December 2019, certification for members of the 2018 recertification cohort who have completed all requirements for the pilot to date will be extended to December 31, 2020.
- In December 2020, certification for members of the 2018 recertification cohort who fulfilled all pilot program participation requirements and are deemed by NCCPA to have passed the pilot assessment will be extended until December 31, 2022. The ten-year certification maintenance cycle for these PAs will end December 31, 2028.
- In December 2020, certification for members of the 2018 recertification cohort who fulfilled all pilot program participation requirements but fail to achieve the minimum passing standard set by NCCPA for the pilot program will be extended until December 31, 2021, allowing them 12 months to take and pass PANRE to maintain certification. During that 12 months, those PAs may take PANRE up to three times but not more frequently than once every 90 days.

Certification Extensions for Pilot Registrants Due to Recertify in 2019

- In December 2019, certification for pilot participants who are due to recertify in 2019 (“the 2019 recertification cohort”) and who have completed all requirements for the pilot to date will be extended to December 31, 2020.
- In December 2020, certification for members of the 2019 recertification cohort who fulfilled all pilot program participation requirements and are deemed by NCCPA to have passed the pilot assessment will be extended until December 31, 2021. The ten-year certification maintenance cycle for these PAs will end on December 31, 2029.
- In December 2020, certification for members of the 2019 recertification cohort who fulfilled all pilot program participation requirements but fail to achieve the minimum passing standard set by NCCPA for the pilot program will be extended until December 31, 2021, allowing them 12 months to take and pass PANRE to maintain certification. During that 12 months, those PAs may take PANRE up to three times but not more than once every 90 days.

Withdrawal from, Loss of Eligibility for, or Failure of the Pilot Program

- PAs who do not fulfill all participation requirements will be disqualified from continued participation in the pilot program and will be withdrawn from the pilot program. These PAs, as well as any PA who voluntarily withdraws from the pilot program after the start date of the program, will receive an extension of their certification for 12 months from the end of the PA’s pilot program participation and must pass PANRE to maintain certification. For example, a PA who withdraws from the pilot program as of June 30, 2019, will be required to pass PANRE no later than June 30, 2020, to maintain certification. PAs who withdraw from the pilot program or are disqualified from continued participation may take PANRE up to three times during the 12-month period of extended certification but not more frequently than once every 90 days.
- PAs who lose pilot eligibility or who voluntarily withdraw from the pilot program will not receive a pass/fail result for the pilot program and will lose access to the online pilot

program delivery platform. Their performance data on the pilot will be invalidated and not scored for potential recertification.

- Because this is a pilot, NCCPA cannot extend the time for completion of pilot requirements beyond the end of quarter deadlines, and PAs who are unable to satisfy the requirements during any of the eight quarters will be withdrawn from the pilot.
- PAs whose eligibility for certification is lost following disciplinary review will automatically also forfeit their eligibility for participation in the pilot.

Financial Policies

- A \$350 registration fee must be paid at the time of pilot program registration. All fees must be paid in U.S. funds. Until complete payment has been received by NCCPA, the application will not be processed, and the PA will not be able to participate in the pilot program. NCCPA's acceptance of payment does not imply exam eligibility.
- 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 score becomes available must be paid before NCCPA will release exam results.
- Pilot program registrants who submit a written request to NCCPA to withdraw from the pilot program or who lose pilot eligibility prior to the issuance of the first test questions in 2019 will receive a full \$350 refund.
- Pilot program registrants who submit a written request to NCCPA to withdraw from the pilot program or who lose pilot eligibility in 2019 after the issuance of the first test questions will receive a partial refund of \$175.
- After December 31, 2019, no pilot program refunds will be issued absent a successful appeal for an exception to policy substantiated by appropriate supporting documentation of severe extenuating circumstances.
- Refunds will be issued directly to the party who paid the exam fee.
- NCCPA will assess a \$35 service charge for all returned checks, declined credit cards and credit card charge backs. The PA's application will not receive final approval until fees are successfully submitted.
- NCCPA will assess a \$50 charge to issue a replacement certificate due to name change, loss, change of address or other factors beyond NCCPA's control.

Special Testing Accommodations

- NCCPA complies with the Americans with Disabilities Act (ADA). In administering the pilot program, NCCPA will provide necessary testing accommodations for examinees with documented disabilities, to the extent the accommodations do not jeopardize exam integrity or security and are compatible with the nature and purpose of the pilot program. Available accommodations may include increasing the response time for questions (e.g., from two to four minutes) or, to the extent supported by the pilot platform, format changes in the delivery of the assessment questions.

- The decision as to which special testing accommodation(s) will be provided for medical conditions covered by the ADA will be made at the sole discretion of NCCPA, consistent with legal requirements. Due to the nature of the pilot program, NCCPA will not be able to change the requirement that all participants respond to 25 questions in each of the 8 quarters or grant an extension of the quarter deadlines for completion of the pilot requirements. NCCPA will offer alternative accessible arrangements for individuals with disabilities who cannot meet the pilot requirements to take PANRE. PAs who cannot satisfy pilot requirements due to a documented disability after starting the pilot program will be withdrawn from the program with a full refund and will receive a 12-month extension of certification from the end of their participation in the pilot to take and pass PANRE.
- PAs who require special testing accommodations for a documented disability covered under the ADA must indicate that special accommodations are needed when they apply for the pilot and identify the accommodations that are needed.
- PAs should submit appropriate and sufficient documentation with their application or as soon as possible thereafter. Information on special accommodations and the required documentation is available online at NCCPA's web site.
- The request for special accommodations and application will not be processed until the complete documentation has been received and approved. All required documentation must be submitted by November 1, 2018, to allow time for accommodations to be prepared prior to launch of the pilot in January 2019.

Irregular Behavior in Violation of NCCPA's *Policies and Procedures for PA Disciplinary Matters*

- While it is permissible to consult reference material when responding to pilot assessment questions, participants may not ask others for answers. This is an assessment of participants' own knowledge and must represent their own abilities. Failure to work independently of others on pilot questions will constitute irregular behavior.
- NCCPA defines irregular behavior as any behavior that, in the sole discretion of NCCPA, undermines or threatens the integrity or validity of the application, assessment or certification processes of NCCPA, whether it occurs before, during or after an exam. NCCPA's *Policies and Procedures for PA Disciplinary Matters* describes disciplinary actions taken based on irregular behavior.
- In relation to the recertification pilot program, irregular behavior includes, but may not be limited to, having or seeking access to assessment questions or other exam materials before the exam; engaging someone else to respond to the pilot assessment questions by proxy; answering pilot assessment questions for someone else; copying answers from someone else or allowing one's answers to be copied; copying, saving, screen capturing, or memorizing and reproducing or publishing test items (including by sharing test items online); and altering or misrepresenting scores, identifying to others prior to the end of an assessment quarter the specific knowledge areas that are addressed in assessment questions for that quarter, or other such behavior which may jeopardize the integrity of the exam results of that or another person. It may also include making false

representations during the application process or in connection with certification status, altering or falsifying NCCPA certification or other documents, or making a false representation that one is certified by NCCPA by using the legally-protected marks, PA-C® or Physician-Assistant Certified® or by any other means.

- The content of NCCPA's pilot assessment and each of its 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 emailing, 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, revocation of eligibility for future certification, and disciplinary fines, such activities violate NCCPA's proprietary rights, including copyrights, and may subject violators to legal action resulting in monetary damages.
- Pilot participants can be disqualified from participation in the pilot or from receiving pilot assessment scores if, at its sole discretion, NCCPA determines through any means available to it that the participants may have engaged in collaborative, disruptive, or other irregular behavior during the pilot period, or if NCCPA determines that the integrity or validity of the examination otherwise is 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 respond to additional assessment questions during any quarter in the pilot program. 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 or certification, revocation of an existing certification, suspension of certification, invalidation of scores, loss of eligibility for pilot participation, fines, or other sanctions as deemed appropriate in NCCPA's sole discretion. Such sanctions also may include legal action against the offending individual.

Scores

- NCCPA will notify you by email after completion of the pilot period, as soon as your exam results have been calculated and posted to your personal certification record.
- If upon notification of your score results you contact NCCPA to request a printed copy of your score report be mailed and do not receive it and your address has not changed, you may submit a written request for a duplicate score report 30 days after the originally requested score report was mailed.

- The performance of all examinees is monitored and may be statistically analyzed for irregularity. Scores that, in the sole discretion of NCCPA, do not represent a reasonable assessment of a PA's knowledge as sampled by the exam may be judged invalid (neither pass nor fail).
- Scores 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) on the part of one or more examinees. Also, if statistical analyses indicate that scores may be invalid, the score will not be released or may be rescinded pending completion of an analysis to verify validity.
- NCCPA reserves the absolute right to cancel the pilot program and/or invalidate scores if, in its sole discretion, NCCPA determines that irregular behavior has occurred.

Exam Grievances

- If a PA believes that some unusual event or condition relating to the exam administration caused a significant adverse effect on the PA's performance, the PA may submit an exam 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 PA should submit to NCCPA as soon as practicable, but in no event later than three (3) business days after the end of the quarter during which the situation occurred, a dated and signed letter describing the situation, along with any relevant supporting documentation.
- NCCPA will not consider exam grievances related to a PA's computer problems or internet connectivity issues. It is solely the responsibility of pilot participants to ensure they have access to a functioning device with the minimum system requirements and internet connectivity when responding to pilot assessment questions. PAs are advised not to wait until the final day of a quarter to respond to assessment questions so they can address, before the expiration of the quarter, any computer or connectivity problems they may experience.

Appeals

- If you disagree with an NCCPA decision or policy, you have the right to seek review of that decision or to seek consideration of a policy exception by mailing a written and signed request with appropriate supporting documentation to NCCPA. Upon receipt of the request, NCCPA will make a decision on the request and provide you with a written notice of the decision. If the decision is adverse, you 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.

Information Disclosure

NCCPA's *Information Disclosure Policy* applies to pilot program participants.

General

- 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.
- Allowing your NCCPA certification to expire may affect your right to work and it is your responsibility to know and comply with state laws and/or your employer's or institution's policies regarding all requirements to practice.
- NCCPA certification does not confer any property or contractual rights on any individual regarding continued or future certification or exam eligibility.
- NCCPA amends its policies from time to time, and candidates for certification and recertification must comply with NCCPA policies in effect at the time to attain and maintain NCCPA certification.
- To ensure receipt of exam and certification materials in a timely fashion, you must notify NCCPA -- in writing, by email or by signing in to your personal certification record online -- of any name, email 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 your current driver's license or passport with your correct name. It is solely your responsibility to keep NCCPA apprised of all name, email or postal address changes. Failure to do so promptly may result in delays in receiving information. Failure to comply with an NCCPA exam-related or other requirement will not be excused on the grounds that a name, email or address has been changed unless acceptable and timely notice of such change was received by NCCPA.

AFFIRMATION AND AUTHORIZATION

I hereby apply to NCCPA for examination and issuance to me of Recertification as a Physician Assistant in accordance with and subject to the procedures and regulations of NCCPA governing its alternative to PANRE pilot program. I have read and agree to the conditions set forth in NCCPA's *Policies and Procedures*, covering the administration of the pilot program; the Certification/Recertification process; the recertification pilot program, and other NCCPA policies. I agree to disqualification from examination; disqualification from participation in the pilot program; denial of Certification/Recertification; denial of future eligibility for Certification/Recertification; and forfeiture and redelivery of any certificate granted me by 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 examination, including the recertification pilot program.

I authorize 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 NCCPA in connection 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 certificate number, and the relevant dates, are matters of public record and may be disclosed; (2) information will be released if I have authorized such release or such release is required by law; (3) my examination score(s) will be released to state licensing agencies and may be shared with the PA program from which I graduated; (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 and will comply with state or federal laws, court orders, subpoenas, or military deployment information requirements. Further, I allow 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 Recertification Pilot Program 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 my application to participate in the Recertification Pilot Program, my participation in the pilot program, 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 CERTIFICATION/RECERTIFICATION 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 IN THE AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION, AND I ACCEPT AND I INTEND TO BE LEGALLY BOUND BY THEM.