



# PANRE-LA Operational Policies, Procedures, and Authorization

## **Overview**

In order to maintain their certification, Certified PAs must pass an assessment of their core medical knowledge and clinical skills before the end of the ten-year certification maintenance process. Certified PAs may recertify by passing PANRE within four attempts during the last two years of their certification maintenance cycle. The PANRE-LA is an alternative to PANRE that will be available to PAs who have not previously participated in the Pilot Alternative to PANRE and are due to recertify in 2024 or later.

PANRE-LA is a longitudinal assessment that requires PAs to apply in Year 6 of their ten-year certification maintenance cycle and to participate in at least eight assessment quarters over Years 7, 8, and 9 of their certification maintenance cycle. PAs may participate in up to twelve assessment quarters during that period. Scoring for pass/fail decisions will begin after PAs participate in eight quarters, and only the highest scoring eight quarters will be counted. PAs will be exited from the PANRE-LA when they reach a passing score or at the end of the twelve quarter assessment period. At least one assessment quarter must be taken in each of Year 7 and Year 8. PAs who have not passed PANRE-LA by the end of Year 9 must take and pass PANRE by the end of Year 10 in order to recertify.

As set forth below, PAs due to recertify in 2024 and 2025 will be granted extensions of their recertification year in order to participate in the inaugural launch of the PANRE-LA, if they apply in 2022.

In its sole discretion, NCCPA may pause PANRE-LA administrations for any assessment quarters or develop modified timelines for PANRE-LA activities; in that event, NCCPA will publish the changes and will provide notification to PAs participating in the PANRE-LA program.

## **Eligibility**

- Only currently Certified PAs are eligible to participate in PANRE-LA. PAs seeking initial certification must pass PANRE. PAs whose certification has expired or whose certification eligibility has been reestablished following revocation of certification must pass PANRE to regain certification.
- Certified PAs who are due to recertify in 2027 or beyond are eligible to apply for the PANRE-LA in the sixth year of their certification maintenance cycle for the exam that will launch in January of the seventh year.
- Only PAs in recertification cohorts 2024 or later can participate in PANRE-LA.

- If NCCPA determines that an ineligible individual took an exam, scores for that exam will not be reported or, if previously reported, will be voided.
- PAs may only be registered for one NCCPA recertification exam at any given time (i.e., PAs who participate in PANRE-LA may only register for PANRE if they withdraw from PANRE-LA or complete their PANRE-LA assessment quarters without achieving a passing score).
- To maintain eligibility for participating in the PANRE-LA, PAs must fulfill all certification maintenance requirements (i.e., earning and logging CME credits and submitting the certification maintenance fee) by the specified deadlines and comply with the participation requirements for the PANRE-LA program.
- PAs who meet the eligibility, certification maintenance, and participation requirements are eligible to continue in the PANRE-LA program until the end of Year 9 or until the PA has achieved a passing score, whichever comes first.
- PAs who have fulfilled all other certification maintenance requirements but have not met their recertification exam requirement by passing the PANRE-LA at the end of Year 9 will have up to three attempts to take and pass PANRE in Year 10 of their certification maintenance cycle. (PAs due to recertify in 2024 and 2025 who participate in PANRE-LA but do not pass by the end of 2025 will be provided an extension of their certification year and up to three attempts at PANRE in 2026, prior to their certification expiring.)
- PAs who voluntarily withdraw or are administratively withdrawn from the PANRE-LA program must recertify by passing PANRE. They are eligible to apply for PANRE to meet their recertification exam requirement in the ninth or tenth year of their certification maintenance cycle, as long as they have maintained certification. These PAs will have a total of up to three attempts to take and pass PANRE in the ninth and tenth years of their certification maintenance cycle. PAs who never accessed any of the PANRE-LA exam content, may have up to four PANRE attempts. PAs will be informed of their specific situation at the time of their withdrawal.
- PAs must provide a valid and current email address for receiving NCCPA communications related to the administration of the PANRE-LA program and must promptly notify NCCPA of any change in their preferred email address.
- Eligibility requirements will not be waived and are not subject to NCCPA's Exception to Policy procedures.
- As with all of its activities, NCCPA evaluates applications for participation in PANRE-LA without regard to age, gender, national origin, race, religion, sexual orientation, marital status or disability and fully complies with non-discrimination laws and its obligations under the Americans with Disabilities Act.



### **Application Period**

- PAs due to recertify in 2026 or later must apply for the PANRE-LA program in the sixth year of their certification maintenance cycle. PAs who are due to recertify in 2027 must apply in 2023 to participate in the PANRE-LA, with the assessment quarters becoming available in January 2024.
- The application period is July 5 - November 30, 2023, for the PANRE-LA administration that begins January 2024. PAs who miss the application deadline due to extenuating circumstances may be able to request consideration of an exception to policy, as specified in the Exceptions to Policy section.

### **Testing Accommodations**

- NCCPA complies with the Americans with Disabilities Act (ADA). In administering the PANRE-LA, NCCPA will provide necessary testing accommodations for examinees with properly documented disabilities, in accordance with legal requirements. Any testing accommodations must not jeopardize exam integrity or security and must be compatible with the nature and purpose of the PANRE-LA assessment program. Available accommodations may include increasing the response time allocated for each question or, to the extent supported by the exam delivery platform, format changes in the delivery of the assessment questions.
- The decision as to which 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.
- PAs with existing disabilities who require testing accommodations under the ADA must indicate that accommodations are needed when they apply for the PANRE-LA and identify the accommodation(s) that are needed. PAs should submit appropriate and sufficient documentation with their application or as soon as possible thereafter, or, for PAs who experience a new impairment during the course of participation in the PANRE-LA program or did not request accommodations for an existing one in their original application, as soon as practicable after the PA learns of the need for accommodation. If the request is approved, the accommodation(s) will be implemented with the next available quarter of PANRE-LA administration. Information on accommodations and the required documentation is available online at the [NCCPA website](#).
- Requests for testing accommodations and the exam application will not be processed or implemented until the complete documentation has been received and a decision made



by NCCPA. All required documentation submitted in connection with an application to participate in PANRE-LA must be submitted by December 14 to allow time for the accommodation requests to be reviewed and approved prior to the January launch of exam questions.

### **Participation in the PANRE-LA Program**

- The PANRE-LA program is administered over a total of twelve quarters, beginning in Year 7 of the certification maintenance cycle (for PAs due to recertify in 2026 or later). PAs will be scored on eight assessment quarters by the end of the third year of the administration. In each quarter, PAs will have approximately ten weeks to access and complete the 25 exam questions. Each question will have a five-minute time limit. If a PA has selected a response but does not submit the response prior to the end of the time for the item, the selected response will be recorded for scoring purposes as if it had been submitted.
- PAs participating in the PANRE-LA program are required to participate in at least one quarter in the first year of their participation (Year 7 of their certification cycle, for PAs due to recertify in 2026 or later) and at least one quarter in the second year of the administration. Participation is defined by NCCPA as opening or accessing at least one exam question in the quarter. PAs who do not meet these minimal participation requirements will be withdrawn from the PANRE-LA program and will forfeit the fees submitted with their application.
- In addition to submitting responses for the exam questions, PAs will be required to respond to questions that gather feedback that will be used to help evaluate exam content and customize the exam experience.
- Other than the mandatory one quarter of participation in the first and second years of the exam administration, PAs in the PANRE-LA program may choose the quarters for participation. Although the participation requirements allow PAs flexibility for participating in the PANRE-LA, PAs are encouraged to participate in as many quarters as possible. PAs who participate in all or most of the available quarters in the first and second years of administration and score well may achieve a passing score before the end of the third year of administration. Participation in the early assessment quarters also provides an opportunity for PAs to later sit out one or more quarters if they experience challenging life situations. In addition, front-loading participation in assessment quarters allows PAs who have scored lower than the passing standard to improve their scores through participating in more than eight assessment quarters. If a PA meets participation requirements in Year 7 and Year 8 but does not participate in eight quarters by the end of Year 9, for scoring purposes, NCCPA will include the questions in enough skipped quarters to bring the total number of quarters to eight. The

questions in each skipped quarter will be scored as incorrect when tabulating the PA's final score.

- PAs are permitted to consult reference materials when taking the exam. However, PAs participating in the PANRE-LA are prohibited from discussing the content of the exam questions with others to obtain an answer or to get help with an answer or having others answer the questions for them. PAs are also prohibited from disclosing, distributing, or sharing the exam content with others, whether while taking the exam or at any other time. A breach of this policy may be considered irregular behavior under NCCPA's [Policies and Procedures for PA Disciplinary Matters](#) and a violation of NCCPA's [Code of Conduct](#), with serious consequences.
- The timing for the opening and closing of the exam quarters is established by NCCPA and cannot be adjusted based on requests from PAs participating in the PANRE-LA.
- PAs are not permitted to complete multiple quarters of exam questions in a single quarter.
- While enrolled in the PANRE-LA process, PAs will have access to the exam questions, responses, and rationales for the exam questions that the PA accessed in the current and previous quarters. PAs will not have access to any of the exam materials for questions they skipped and did not open in any of the previous or the current quarter.

#### **Continuing Medical Education and Certification Maintenance**

- PAs must fulfill all certification maintenance requirements by the specified deadlines, including earning and logging Continuing Medical Education credits and paying the requisite certification maintenance fees, in order to be eligible to apply for the PANRE-LA program and to continue in the program after it launches.
- PAs who have not completed their certification maintenance requirements by December 31 of the year in which the requirements are due will continue to have access to the PANRE-LA exam program during the Administrative Certification Extension (ACE) period of January 1 – January 31 in the year after requirements were due. PAs who do not complete their requirements by the end of the ACE period will be withdrawn from the PANRE-LA program and will no longer have access to the exam content or information about exam performance, effective February 1 in the year after requirements were due, unless they have been granted an extended timeframe based on an approved exception to policy for extenuating circumstances. Their certification will expire due to failure to meet the certification maintenance requirements, and these PAs will need to apply to regain certification and take and pass PANRE.
- The American Academy of PAs (AAPA) has approved the PANRE-LA as a Category 1 Self-Assessment CME activity, and PAs will be awarded 2 Self-Assessment Category 1 CME credits for each quarter in which they access all 25 exam questions. NCCPA will adjust



the credit awarded using a 50% bonus for activities approved for Category 1 Self-Assessment CME credits. However, PAs should keep in mind that this additional credit is only applicable to meet NCCPA CME requirements.

### **Loss of Eligibility for or Voluntary Withdrawals from the PANRE-LA Program**

- PAs who do not fulfill all eligibility and participation requirements as specified in the Eligibility and Participation sections will be disqualified from continued participation in the PANRE-LA program and will be withdrawn from the program. PAs who do not participate in at least one assessment quarter in the first and the second exam administration years will be withdrawn from the program, unless granted an exception to policy.
- PAs whose certification and/or eligibility for certification is revoked following disciplinary review will forfeit their eligibility for participation in the PANRE-LA program.
- PAs may request to be voluntarily withdrawn from the PANRE-LA program at any point during the three-year process. If the request is received by NCCPA prior to the closing of the first quarter of exam questions and no exam questions have been accessed, the PA will be eligible for a refund of the fees submitted, as described in the Financial section.
- The PANRE-LA administration will not count as a recertification exam attempt if the PA is withdrawn prior to the launch of the first quarter or if the PA has not opened or accessed any of the exam questions in any quarter. PAs in this situation may maintain up to four attempts for PANRE, based on the timing of the withdrawal.
- PAs who lose eligibility to participate in the PANRE-LA program or who voluntarily withdraw after accessing any portion of the exam but prior to participating in eight assessment quarters will not receive a pass/fail result. However, participation in PANRE-LA participation will count as one recertification attempt, and the PA may have up to three available PANRE attempts.
- PAs who are withdrawn from the PANRE-LA program prior to participating in eight assessment quarters for any reason will immediately lose access to the exam content, exam dashboard, performance data, and any other information related to the administration of any of the PANRE-LA exam questions.
- PAs who have participated in eight or more assessment quarters and choose not to complete additional quarters will receive a pass/fail result based on their eight highest-scoring quarters; their non-participation in further quarters will not be treated as withdrawal from the program.

### **Financial**

- A \$350 application fee must be paid when PAs apply for the PANRE-LA. All fees must be paid in U.S. funds via credit card. 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 PANRE-LA 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 releases exam results.
- Approved refunds will be issued directly to the party who paid the exam fee.
- PAs who submit a written request to withdraw from the PANRE-LA or lose eligibility prior to the closing of the first quarter and who have not accessed any exam questions will receive a full \$350 refund. Written requests should be sent to [ExamAdmin@nccpa.net](mailto:ExamAdmin@nccpa.net).
- No refunds will be issued after the closing of the first quarter of the PANRE-LA administration unless the PA has filed a request for an [Exception to Policy](#) that has been approved.
- No refunds will be issued after the end of the three-year PANRE-LA program.
- NCCPA will assess a \$35 service charge for all declined credit cards and credit card charge backs. The PA's application will not receive final approval until all fees are successfully submitted.
- NCCPA will assess a \$50 charge to issue a replacement certificate due to a name change, loss, change of address, or other factors beyond NCCPA's control.

#### **PANRE-LA Exceptions to Policy (ETPs)**

- Requests for exceptions to PANRE-LA policies are governed by those included in this document and the applicable *Policies Governing the Consideration of Requests for Exceptions to Policy*. Decisions on any requests for exceptions to policy are at the sole discretion of NCCPA. NCCPA's [Exception to Policy Procedures](#) apply to any requests under this policy.

- *Requests for application deadline extensions received between December 1 and April 30:* PAs who missed a November 30 deadline to apply for PANRE-LA due to extenuating circumstances may appeal for an exception to policy by submitting a request and documentation to substantiate the extenuating circumstances. Requests submitted during December 1 – April 30 of the calendar year of the application deadline (November 30) will be assessed under NCCPA’s generally applicable [Policies Governing the Consideration of Requests for Exceptions to Policy](#). Additional information on filing requests for [exceptions to policies](#) is available on NCCPA’s website.
- Requests for an extension to the application deadline must be submitted no later than April 30 of the first year of the applicable three-year PANRE-LA exam administration period. Exception to policy requests to extend the application deadline will not be accepted after April 30 because, with the time required to review and approve those requests, any further extension would prevent the PA from meeting the minimum requirement to participate in at least one assessment quarter during the first exam administration year. If the request to extend the application deadline is approved, the PA will begin the PANRE-LA process in the first available quarter after the decision has been made and will not be allowed to make up the earlier missed quarter(s). PAs who have been granted an extension of the application deadline and enter the PANRE-LA program late may have as few as nine assessment quarters in which to participate in the program.
- *Requests for exceptions to policy during participation in the PANRE-LA program:* PAs accepted into the PANRE-LA program may submit requests for exceptions to PANRE-LA policies only on legally protected grounds for personal medical extenuating circumstances that prevented them from meeting the PANRE-LA requirements, consistent with the ADA or technical difficulties related to NCCPA system issues.
- PAs who, due to personal medical extenuating circumstances, do not meet the minimum participation requirements in the first year of the PANRE-LA exam administration may submit an exception to policy request for waiver of the minimum participation requirement. The request must be submitted by January 31 of the second exam administration year. While the request is under consideration, PAs will continue to have access to the PANRE-LA exam content.
- PAs who have participated in four exam assessment quarters but, due to personal medical extenuating circumstances, do not meet the minimum participation requirements in the second year of the PANRE-LA exam administration may submit an exception to policy request for waiver of the minimum participation requirement. The request must be submitted by January 31 of the third exam administration year. While the request is under consideration, PAs will continue to have access to the PANRE-LA exam content.
- PAs who, due to personal medical extenuating circumstances, participated in fewer than four exam assessment quarters by the end of the second exam administration year may submit a request for an exception to policy to permit them to participate in one or two additional exam quarters immediately following the third examination administration





year, up to a total of eight quarters of participation. The request must be submitted by June 30<sup>th</sup> of the third exam administration year. For example, if a PA participated in one exam assessment quarter in Year 7 of the PA's certification maintenance cycle and two quarters in Year 8 and was prevented by a medical crisis from participating in additional quarters during Year 8, the PA would be unable to complete the required eight PANRE-LA quarters by the end of Year 9. If the PA qualified for an exception to policy, NCCPA would permit the PA to participate in an additional exam assessment quarter during the first quarter of Year 10. While the request is under consideration, PAs will continue to have access to the PANRE-LA exam content. If the PA does not pass PANRE-LA, the PA will have three attempts to recertify by taking and passing PANRE within one year, as long as all other certification maintenance requirements are met. PANRE attempts will be limited to not more than one attempt every 90 days.

- PAs who had participated in at least four exam assessment quarters by the end of their second exam administration year but, due to personal medical extenuating circumstances, participated in fewer than eight exam assessment quarters by the end of the third exam administration year may submit a request for an exception to policy to permit them to participate in one or two additional exam quarters immediately following the third examination administration year, up to a total of eight quarters of participation. The request must be submitted by January 31 following the third exam administration year. While the request is under consideration, PAs will continue to have access to the PANRE-LA exam content. If the request is approved, and the PA does not pass the PANRE-LA after completing the additional quarter(s), or if the request is denied, the PA will have one year within which to take up to three PANRE attempts, as long as all other certification maintenance requirements are met. The PANRE attempts will be limited to not more than one attempt every 90 days.
- PAs may not submit requests for an exception to policy to remain in the PANRE-LA program after they have achieved the passing standard.
- PAs who do not complete their certification maintenance requirements during the Administrative Certification Extension (ACE) period that occurs January 1-31 of each year will be withdrawn from PANRE-LA unless they have been granted an extended timeframe based on an approved exception to policy for extenuating circumstances. The request must be submitted by January 31. The maximum timeframe for an extension to complete other certification maintenance requirements is six months (including ACE period) for non-medical exceptions to policy.

### Scoring and Pass/Fail Decisions

- The pass/fail score decision for participation in the PANRE-LA will be based on eight quarters of exam questions.
- If a PA participates in a quarter but does not answer all questions, the unanswered questions will be scored as incorrect.
- If a PA selects a response but the time allocation for the question ends before the PA clicks on submit, the answer that was selected will be recorded for scoring purposes, as if the answer had been submitted.
- During the PANRE-LA program, PAs will be administered remediation questions on content topics they answered incorrectly or that they indicated were relevant to their practice. When remediation questions are administered, the most recent response will be included for scoring to allow PAs the opportunity to benefit from the learning aspect of the PANRE-LA program.
- If, at the end of the three-year exam administration period, a PA has not participated in eight quarters, the final score will still be based on eight quarters of exam questions. Skipped questions and questions for the missing quarters will be recorded as incorrect for the purpose of calculating the pass/fail decision score.
- Although the PANRE-LA program provides PAs the opportunity to skip quarters, PAs are encouraged to participate in all quarters to allow the greatest opportunity for passing.
- Throughout the PANRE-LA program, NCCPA will conduct analyses of questions administered. It may be possible that a small number of items may be removed from scoring based on the results of the analyses.
- Scoring to determine a pass/fail decision will begin after a PA has participated in eight quarters. The result of the scoring process will be posted on the PA's PANRE-LA dashboard. If a passing score has been achieved, the PA will be notified via email, an official performance report will be posted in the PA's personal certification record, and the PA will be exited from the PANRE-LA program. PAs who have passed PANRE-LA after eight or more quarters of participation may not elect to participate in further quarters, even if additional quarters remain before the end of the third exam administration year.
- PAs who have **not** achieved a passing score after participating in eight quarters may continue in the PANRE-LA program until the end of the quarter in which the PA achieves a passing score or until the end of the three-year exam administration period, whichever occurs first. Scores will be calculated at the end of each subsequent quarter and will be based on the PA's highest scoring eight quarters. PAs will be notified of the results of the scoring after each subsequent quarter or at the end of the three-year period.

- PAs who have not passed the PANRE-LA by the end of the three-year period will have one year and up to three attempts to take and pass PANRE to fulfill their recertification examination requirement, as long as they meet all other eligibility requirements for PANRE.
- 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 the exam administration beyond the examinee's control and intentional 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 voided pending completion of an analysis to verify validity.
- NCCPA reserves the absolute right to cancel the exam and/or invalidate scores if, in its sole discretion, NCCPA determines that irregular behavior has occurred.
- After receiving notification of the final score results, PAs may request that NCCPA mail a printed copy to their address of record. If the PA has not received the printed score report after 30 days from the date NCCPA mailed the report and the PA has not had an address change, the PA may submit a written request for a duplicate score report to be sent.

### **Policies Specific for PAs Due to Recertify in 2024 and 2025 Who are Participating in the Inaugural Launch of the PANRE-LA in 2023**

The following policies are specific for PAs due to recertify in 2024 and 2025 who have not previously participated in the Alternative to PANRE Pilot. NCCPA has adopted these policies to provide these PAs the full opportunity for participating in the three-year PANRE-LA program with the inaugural launch of the program in January 2023.

- PAs who are due for recertification in 2024 or 2025 and complete the PANRE-LA program but do not pass it by the end of 2025 will be eligible to apply for and take up to three PANRE attempts in 2026 before their certification expires, as long as they have met all other certification maintenance requirements for current NCCPA certification. The PANRE attempts will be limited to not more than one attempt every 90 days.
- PAs participating in the PANRE-LA for their 2024 recertification requirement who are either voluntarily or administratively withdrawn from the PANRE-LA process in 2023 will have a total of up to three attempts to take PANRE. Two of the attempts may occur in 2023, if timing permits based on when the withdrawal occurs, or up to three may take

place in 2024. If the withdrawal occurs in 2024, up to three attempts are available in 2024 or 2025. PAs must have completed all certification maintenance requirements to take advantage of these PANRE attempts while still certified. PAs who do not maintain their certification will need to follow the policies in place for regaining certification.

- PAs participating in the PANRE-LA for their 2025 recertification requirement who are either voluntarily or administratively withdrawn from the PANRE-LA process in 2023 will have a total of up to three attempts to take PANRE in 2024 and 2025. Two of the attempts may occur in 2024. PAs who have not used any attempts in 2024 may take all three attempts in 2025, based on the PANRE policies. PAs must have completed all certification maintenance requirements to take advantage of these PANRE attempts while still certified. PAs who do not maintain their certification will need to follow the policies in place for regaining certification.

### **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. Additional information on submitting an [exam grievance](#) is provided on NCCPA's website.
- NCCPA will **not** consider exam grievances related to a PA's computer problems or internet connectivity issues. It is solely the responsibility of PAs participating in the PANRE-LA to ensure they have access to a functioning device with the minimum system requirements and internet connectivity when accessing and responding to the 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**

- PAs who disagree with an NCCPA decision or policy 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 the PA with a written notice of the decision. 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.

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

- For exam quality and security and for research purposes, NCCPA collects and uses the information, and any other information deemed relevant by NCCPA, in order to prevent, detect, investigate, and remediate exam-related misconduct, such as cheating, fraud, deception, or collusion among exam participants:
  - Collection of exam data: When an individual uses exam software, such as the PANRE-LA platform, NCCPA collects information on the individual's response data (i.e., response dates, response times, responses, keystrokes, etc.), location data at the time the individual accesses the exam platform system (which may include the individual's IP address), and information about the type of device used to access the examination software.
  - Combination with existing information: NCCPA may combine the exam data with other information it has collected about an individual through the individual's interactions with NCCPA.
  - Information received from third parties: In response to suspected irregular behavior, NCCPA may conduct an investigation based on interviews, publicly available information, internet searches, or third-party investigators. This information may be combined with other information to determine whether irregular behavior has occurred.
- While it is permissible to consult reference materials when responding to the PANRE-LA examination questions, participants may not consult with others for answers after viewing the test question. The PANRE-LA is an assessment of the participant's own knowledge and clinical skills. Failure to work independently of others when completing the PANRE-LA questions will constitute irregular behavior and violates NCCPA's Code of Conduct, as does assisting others in answering PANRE-LA test questions.
- 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 PANRE-LA program, irregular behavior includes, but may not be limited to, having or seeking access to assessment questions, answer options, rationale for correct answers, reference materials or other feedback on questions and answers provided by NCCPA (hereafter referred to as exam content) before the exam; engaging someone else to respond to the PANRE-LA exam questions by proxy; answering the PANRE-LA exam 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 exam content (including by sharing exam content online); and altering or misrepresenting scores 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 exam content of NCCPA's PANRE-LA and each of its exam questions and all exam materials are proprietary and strictly confidential, and the unauthorized retention, possession, copying, distribution, disclosure, discussion, or receipt of any examination content, 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 as described in [NCCPA's Disciplinary Policy](#). Such activities that violate NCCPA's proprietary rights, including copyrights, may subject violators to legal action resulting in monetary damages.
- PANRE-LA participants may be subject to disciplinary actions as described in [NCCPA's Disciplinary Policy](#) 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 related to an NCCPA examination or certification 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, issue sanctions in accordance with [NCCPA's Disciplinary Policy](#). 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, in accordance with [NCCPA's Disciplinary Policy](#), or other sanctions as deemed appropriate in NCCPA's sole discretion. Such sanctions also may include legal action against the offending individual.

### **Other Relevant Policies**

NCCPA expects PAs applying to or participating in the PANRE-LA program to review and comply with all applicable NCCPA policies, including [NCCPA's Privacy Policy](#) and [Terms of Use Policy](#). Other NCCPA policies are available at [NCCPA's website](#).

### **Affirmation and Authorization**

I hereby apply to NCCPA to participate in the PANRE-LA program for examination and, if I achieve a passing score, for issuance to me of Recertification as a Physician Assistant in accordance with and subject to the procedures and regulations of NCCPA governing the PANRE- LA program. I have read and agree to the conditions set forth in NCCPA's Policies and Procedures, covering the administration of the PANRE-LA program; the Certification/Recertification process, and other NCCPA policies. I agree to disqualification from examination; disqualification from participation in the PANRE-LA program; denial of Certification/Recertification; denial of future eligibility for Certification/Recertification; and forfeiture and redelivery of any certification 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 PANRE-LA 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 ; (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 and published by NCCPA, including on NCCPA's website and (5) 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 PANRE-LA 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 PANRE-LA program, my participation in the PANRE-LA 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, PANRE-LA 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.