

Policies and Procedures for CAQ Non-Exam Requirements

Eligibility

- NCCPA evaluates applications for the Certificate of Added Qualifications (CAQ) program 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.
- Eligibility criteria and requirements for earning and maintaining a CAQ are provided in the *Policies Regarding the Certificates of Added Qualifications Program* published on NCCPA's website. Only those PAs who are currently board certified by NCCPA with the designation of PA-C and meet all other eligibility criteria are eligible to earn or maintain a CAQ. A PA holding the PA-C Emeritus designation is not eligible to earn or maintain a CAQ.
- NCCPA does not waive any eligibility requirements.
- It is the responsibility of the board-certified 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 registered for the CAQ program, took a CAQ examination, or earned a CAQ, the eligibility, examination scores, and the CAQ for that ineligible individual, as applicable, will be rescinded.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 to practice as a PA that they currently hold or have held 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 *Policies Regarding the Certificates 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 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 PAs may be deemed ineligible for the CAQ program.
- PAs must continue to meet all eligibility criteria for the CAQ, including current NCCPA board 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 *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. In accordance with the NCCPA's *Code of Conduct*, PAs seeking or holding a CAQ must report any adverse regulatory or credentialing action to NCCPA within 30 days of issuance.
- Board certified, eligible PAs 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 and a new administrative fee.

- 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 take and pass the CAQ maintenance exam within three attempts prior to the expiration of the current CAQ expiration date. For each CAQ maintenance exam attempt, PAs may register either for a test-center based CAQ exam or the online CAQ maintenance exam. Each exam format has policies and procedures governing the exams, and PAs are subject to the respective policies and procedures of the exam format they select. If the exam has not been passed within three attempts, the CAQ will be invalidated as of the expiration date of the PA's current ten-year CAQ cycle. 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.

Specialty Continuing Medical Education (CME) Procedures:

- PAs must attest that they have earned the required Category 1 CME credits for the relevant CAQ within the designated timeframe. These requirements are detailed in the *Policies Regarding the Certificates of Added Qualifications Program* and in the *Appendix* of the policy.
- Although documentation of the hours is not required as part of the attestation process, PAs who are selected for an audit must provide NCCPA with documentation of the CME requirement. Additional information on the audit is provided in the *Regarding the Certificates of Added Qualifications Program*.

Specialty Experience Procedures:

- PAs must attest that they have earned the required number of experience hours for the CAQ for which they are applying. The specific number of hours for each CAQ is listed in the *Appendix* of the *Policies Regarding the Certificates of Added Qualifications Program*.
- Although documentation of the hours is not required as part of the attestation process, PAs who are selected for an audit must provide NCCPA with documentation of the required hours of experience in the relevant specialty. Additional information on the audit is provided in the *Policies Regarding the Certificates of Added Qualifications Program*.

Specialty Procedure/Patient Case Procedures:

- Both the PA and a collaborating or supervising physician, lead or senior PA, or postgraduate program director (who must be a PA or physician) who works in the specialty and is familiar with the PA's practice and experience must provide attestations that the PA has the appropriate knowledge and skills needed for practice in the specialty, and that the PA has performed the procedures and patient management relevant to the practice setting and/or understands how and when the procedures should be performed. Information on the specific recommendations for each specialty is provided on NCCPA's website in the respective *CAQ section*.
- PAs must provide this required attestation through the online registration process.
- The required attestation of knowledge and skills from the collaborating or supervising physician, lead or senior PA, or physician/PA post graduate program director may be submitted to NCCPA prior to the PA taking the CAQ exam or no later than 90 days after notification of CAQ exam results have been provided to the PA. The attestation form may be accessed from the registration screen or on NCCPA's website in the *Forms Section* in the Resource tab. The attestation form should be downloaded, printed, and provided to the physician or PA who will be providing the attestation for that individual to complete, sign, and return to NCCPA, by mail, fax, or email as a scanned electronic document. It is the PA's responsibility to assure that the physician or PA completing the attestation submits the signed attestation to NCCPA within the specified timeline. NCCPA reserves the right to contact the physician

or PA who completed the attestation form to verify the authenticity of the attestation document and signature.

- The procedure/patient case requirement will not be considered complete until both the PA's own attestation and the attestation of PA's knowledge and skills from the collaborating or supervising physician, lead or senior PA, or physician or lead/senior PA, or physician/PA post graduate program director have been received by NCCPA.

Financial Policies (Fees, Withdrawals, Transfers, Cancellations, & Refunds):

- All fees must be paid in U.S. funds. NCCPA encourages PAs to pay their fees online through their NCCPA account. NCCPA must receive the fee before the CAQ registration can be processed.
- 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-exam requirement for the CAQ. An exam fee is due when PAs apply for the CAQ exam.
- NCCPA's acceptance of payment does not imply eligibility for the CAQ program or exam.
- The CAQ registration will not 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.
- PAs who wish to cancel or withdraw their CAQ registration must submit a request in writing via fax, mail or e-mail to NCCPA at ExamAdmin@nccpa.net within 30 days of registration. Cancellation of a CAQ registration after that timeframe will result in the forfeiture of the entire registration fee, and the entire registration fee must be resubmitted if the PA applies for a CAQ in the future.
- 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.

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, or any other process of NCCPA, whether it occurs before, during or after an application, examination or other NCCPA process. The *Policies and Procedures for PA Disciplinary Matters* describes examples of irregular behavior and 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 related to an examination or examination items 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, or copying or memorizing and reproducing test items;

- possessing or accessing unauthorized materials during an exam administration at a test center (e.g., including but not limited to, recording devices, photographic materials, reference materials, etc.);
 - using recording or photographing devices on test items, having or seeking access to exam materials before an exam;
 - having or seeking access to exam materials before the exam;
 - consulting with another person about a test item after seeing the test item and before answering the test item;
 - violating the published examination procedures for the examination or the specific examination conditions authorized by NCCPA for the individual in a way that casts doubt on the individual's exam results or that of another person;
 - disclosing to another person the specific content of any test item or test answer;
 - 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.
- Irregular behavior also includes (but is not limited to) 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 as described in *Policies and Procedures for PA Disciplinary Matters*, 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.
 - For exam quality and security and for research purposes, NCCPA collects and uses the information described below, 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, information is collected on the individual's response data (i.e., response dates, response times, responses, keystrokes, etc.

- 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, responses to requests from NCCPA to third parties for information, internet searches, or third-party investigators. This information may be combined with other information to determine whether irregular behavior has occurred.
- 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 supported by the available evidence, it will impose sanctions against the offending individual, in accordance with *NCCPA's Policies and Procedures for PA Disciplinary Matters*, or other sanctions as deemed appropriate in NCCPA's sole discretion. NCCPA may also initiate legal action against the offending individual. Certain sanctions (e.g., revocation, disciplinary or administrative suspension, or letter of censure) are public and are reported to the Federation of State Medical Boards and may be listed on NCCPA's website.

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 mailing, emailing, or faxing 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*.

Other Relevant Policies:

- NCCPA expects PAs applying for the CAQ 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 on *NCCPA's website*.

General:

- NCCPA has established policies and procedures to govern its board 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 board 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 board 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 board certification to expire will lose their eligibility to earn a CAQ and/or any CAQs that are held will be revoked. Allowing NCCPA board certification to expire may affect a PA's authorization to work for their employer or to practice clinically in their jurisdiction. It is the responsibility of all PAs to know and comply with applicable state laws and/or their employer's or institution's policies regarding all requirements to practice.
- NCCPA board 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 PAs seeking or holding board certification or a CAQ, or engaging in recertification, certification maintenance, or maintenance of a CAQ must comply with NCCPA policies in effect at the time.
- Information on how NCCPA shares data is provided in the NCCPA *Information Disclosure Policy*.
- To ensure receipt of all NCCPA-related materials in a timely fashion, PAs must notify NCCPA in writing, by email or by signing into their 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 an easily visible and legible, enlarged photocopy of the PA's current driver's license or passport with the correct name. **It is solely the PA's responsibility to notify NCCPA promptly of all name, email, or postal address changes and to monitor NCCPA communications received at the physical and email addresses on the PA's NCCPA account.** Failure to do so may result in delays in receiving information and may lead the PA to miss reminders about deadlines for NCCPA requirements. PAs should ensure that NCCPA's domain name (nccpa.net) is listed as a permitted or trusted domain for the email account the PA has provided to NCCPA, in order to avoid having NCCPA's communications screened out or classified as spam, junk, or promotional messages. Failure to comply with an NCCPA exam-related or other requirement will not be excused on the grounds that a name, email, or postal address has been changed unless acceptable and timely notice of such change was received by the NCCPA.

Affirmation and Authorization

I hereby register to begin the process of earning an NCCPA CAQ 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 *Policies Regarding the Certificates of Added Qualifications Program* and the *Policies and Procedures for CAQ Non-Exam Requirements* and other applicable NCCPA policies. I agree to disqualification from examination; disqualification from participation in the CAQ program, denial or revocation of NCCPA Board Certification/Recertification or any NCCPA CAQ; to denial of future eligibility for Certification/Recertification or any NCCPA CAQ; forfeiture and redelivery of any NCCPA credential granted me by the NCCPA, or any other sanction authorized in NCCPA's policies 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 and published by NCCPA, including on NCCPA's website; (5) NCCPA shall disclose to state and federal agencies information requested by those agencies to facilitate the state licensure process or in connection with licensing oversight, regulatory actions, or law enforcement matters, or in connection with NCCPA's own disciplinary review process; such information may include examination scores or pass/fail status on an examination if requested. I understand that NCCPA 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 that the content of NCCPA's exams and each of their items are proprietary and strictly confidential, and that 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. I further understand that, in addition to constituting irregular behavior subject to disciplinary action such as denial or revocation of board certification and the Certificate of Added Qualifications, denial or revocation of eligibility for future board certification and the Certificate of Added Qualifications, and disciplinary fines, such activities violate the NCCPA's proprietary rights, including copyrights, and may subject me to legal action resulting in monetary damages.

I further understand that I can be disqualified from taking or continuing to sit for an examination, or from receiving examination scores, and that I may be required to retake an examination if, at its sole discretion, the NCCPA determines through statistical analysis or any other means available to it, that I was 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 otherwise is in question.

I further understand that, 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, I understand that 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.

I HAVE READ AND UNDERSTAND THESE STATEMENTS, AND I INTEND TO BE LEGALLY BOUND BY THEM.

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, my participation in the CAQ 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, 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 200, 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.