



NBOME

NATIONAL BOARD OF OSTEOPATHIC MEDICAL EXAMINERS

**BULLETIN
OF
INFORMATION**

2010-2011

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**Bulletin of Information
2010-2011**

All candidates are required to read and be familiar with the contents of this Bulletin of Information prior to registering for and scheduling examinations.

The policies, rules, procedures and obligations of candidates set forth in this Bulletin of Information are legally binding upon all candidates and will be applied and interpreted by the NBOME at its sole discretion. A decision by the NBOME regarding the application or interpretation of these rules and procedures is final. The NBOME may amend, modify and/or supplement these policies, rules, procedures and obligations of candidates at any time and from time to time without the consent of any candidate. All candidates will be legally bound to all changes published on the NBOME website.

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A candidate should refer to his or her NBOME ID number when making inquiries.

This Bulletin of Information is published at the NBOME website at www.nbome.org and can be downloaded from the NBOME home page.

Candidates may e-mail requesting additional information to candidateservices@nbome.org.

Registration and scheduling can be completed online in accordance with the requirements set out in this Bulletin of Information.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	ELIGIBILITY	2
	A. Eligibility	
	COMLEX-USA Level 1	2
	COMLEX-USA Level 2-CE (Cognitive Evaluation)	2
	COMLEX-USA Level 2-PE (Performance Evaluation)	3
	COMLEX-USA Level 3	3
	B. Sequence of Examinations	3
	C. Out-of-Sequence Administration of COMLEX-USA Level 2-PE	4
	D. Recommendations for Completing the COMLEX-USA Series	4
	E. Terms and Conditions Binding All Candidates	5
III.	DESCRIPTION OF EXAMINATIONS	7
	A. Overview and Blueprint	7
	B. COMLEX-USA Level 1	8
	C. COMLEX-USA Level 2 – CE (Cognitive Evaluation)	9
	D. COMLEX-USA Level 2 – PE (Performance Evaluation)	9
	Patient Presentation Axis	10
	Osteopathic Medical Practice Axis	10
	Clinical Content Axis	10
	E. COMLEX-USA Level 3	11
IV.	EXAMINATION SCORES	11
	A. COMLEX-USA Level 1, Level 2-CE, Level 3 – Scoring	11
	B. COMLEX-USA Level 2-PE – Scoring	12
	C. Setting the Pass/Fail Standard	12
	D. Score Reports	12
	E. Score Confirmation	13
	F. Privacy and Use of Candidate Data	13
V.	REGISTRATION AND SCHEDULING	14
	A. Registration Overview	14
	B. Test Accommodation Requests	15
	C. Rescheduled, Canceled or Missed Scheduled Examination	18
	D. Candidate Ineligible for Scheduled Examination	20
	E. Re-Taking Failed Examination	21
VI.	EXAMINATION ADMINISTRATION	21
	A. Testing Centers and Dates	21
	B. COMLEX-USA Level 1, Level 2-CE, Level 3	21
	Arrival and Identification	21
	Late Arrival	22
	No Outside Information or Access	22
	Unaccompanied	22
	Special Assistance	22
	No Test is Assigned	23
	Leaving Test Area	23
	Program Malfunction	23
	Interruption of Examination	24
	Missing Data or Score	25

C.	COMLEX-USA Level 2-PE	25
	Arrival and Identification	25
	Late Arrival	25
	Dress, Food and Equipment	25
	Testing Sequence	26
	No Outside Information or Access	26
	Unaccompanied	26
	Special Assistance	26
	Leaving Test Center	26
D.	Cancellation Due to Weather, Other <i>Force Majeure</i>	26
E.	Adverse Testing Conditions	27
F.	Change of Eligibility Status	28
G.	Emergency and Evacuation	28
H.	Irregular Conduct	29
I.	Unprofessional Conduct Unrelated to Actual Test Administration	31
J.	Security and Confidentiality	32
K.	Right to Refuse Examination	33
VII.	TRANSCRIPTS	33
A.	Release of Transcripts	33
B.	Processing Time for Transcripts	34
C.	Certified Transcripts	34

I. INTRODUCTION

The National Board of Osteopathic Medical Examiners, Inc. (NBOME) is a nonprofit corporation, organized under the laws of the state of Indiana, and is dedicated to serving the public and state licensing agencies by administering examinations that assess the medical knowledge and clinical skills of those who seek to serve the public as osteopathic physicians.

The NBOME initiated the current three-level Comprehensive Osteopathic Medical Licensing Examination (COMLEX-USA) series beginning in 1995 to replace the former three-part NBOME examination series. The NBOME COMLEX-USA examinations are the primary pathway to licensure for osteopathic physicians seeking to practice osteopathic medicine and surgery. A passing score on these examinations indicates that the candidate's medical knowledge and clinical skills have met a national standard. The COMLEX-USA examination sequence is accepted for licensure in all 50 states and some Canadian provinces.

To maintain the validity and broad acceptance of the examinations, the NBOME continually engages in research to ensure the examinations include currently accepted principles, concepts and practices of osteopathic medicine. Testing methodology and testing procedures are studied to confirm the examination scores continue to reflect accurately the knowledge and skills of those who seek to practice osteopathic medicine.

The COMLEX-USA examination sequence uses a primary care approach to patient care with the distinctiveness of osteopathic medicine fully integrated throughout the examination. Please refer to the pertinent sections of this bulletin for detailed information regarding the examinations.

The NBOME's mission is to protect the public by providing the means to assess competencies for osteopathic medicine and related health care professions. The organization was established in July 1934 as the National Board of Examiners for Osteopathic Physicians and Surgeons, Inc. The first examinations were given in February 1935, and in 1987, the name of the organization was changed to the National Board of Osteopathic Medical Examiners, Inc.

II. ELIGIBILITY

A. Eligibility

As a condition of taking any examination of the NBOME, the candidate must certify that he or she is the person taking the examination, that he or she is eligible to take the examination, and that he or she acknowledges and agrees that he or she is legally bound by all the terms, conditions, and obligations of candidates, including but not limited to the Terms and Conditions as set forth in the most recently published Bulletin of Information.

- A candidate may take the COMLEX-USA Level 1, Level 2-Cognitive Evaluation or Level 3 examinations a maximum of four times in any 12-month period. A candidate may take the COMLEX-USA Level 2-Performance Evaluation a maximum of three times in any 12-month period.
- A candidate may not re-take any level of COMLEX-USA to improve his or her score or for any purpose other than to pass a previously failed examination.

Subject to the foregoing, the following are the eligibility requirements for each of the COMLEX-USA examinations:

COMLEX-USA Level 1

A candidate is eligible to take the COMLEX-USA Level 1 examination if he or she meets the following requirements:

1. Satisfactorily completed the first academic year of study at an osteopathic medical school accredited by the American Osteopathic Association's Commission on College Accreditation (AOA COCA);
2. Is in good standing as a matriculated student in an accredited osteopathic medical school; and
3. The Office of the Dean of an accredited osteopathic medical school has approved the candidate to take the COMLEX-USA Level 1 examination and the NBOME has received confirmation of that approval from the Office of the Dean (or if the candidate has graduated, provided a verified copy of his or her medical school diploma from an accredited osteopathic medical school).

COMLEX-USA Level 2-CE (Cognitive Evaluation)

A candidate is eligible to take the COMLEX-USA Level 2-Cognitive Evaluation examination if he or she meets the following requirements:

1. Passed the COMLEX-USA Level 1 examination as determined by the NBOME;
2. Satisfactorily completed the second academic year of study at an osteopathic medical school accredited by the American Osteopathic Association's Commission on Osteopathic College Accreditation (AOA COCA);
3. Is in good standing as a matriculated student in an accredited osteopathic medical school; and

4. The Office of the Dean of an accredited osteopathic medical school has approved the candidate to take the COMLEX-USA Level 2 examination and the NBOME has received confirmation of that approval from the Office of the Dean (or if the candidate has graduated, provided a verified copy of his or her diploma from an accredited osteopathic medical school).

COMLEX-USA Level 2-PE (Performance Evaluation)

A candidate is eligible to take the COMLEX-USA Level 2-Performance Evaluation if the candidate meets eligibility requirements to take the COMLEX-USA Level 2-CE examination.

1. Passed the COMLEX-USA Level 1 examination as determined by the NBOME;
2. Satisfactorily completed the second academic year of study at an osteopathic medical school accredited by the American Osteopathic Association's Commission on Osteopathic College Accreditation (AOA COCA);
3. Is in good standing as a matriculated student in an accredited osteopathic medical school; and
4. The Office of the Dean of an accredited osteopathic medical school has approved the candidate to take the COMLEX-USA Level 2 examination and the NBOME has received confirmation of that approval from the Office of the Dean (or if the candidate has graduated, provided a verified copy of his or her diploma from an accredited osteopathic medical school).

COMLEX-USA Level 3

A candidate is eligible to take the COMLEX-USA Level 3 examination if he or she meets the following requirements:

1. Passed the COMLEX-USA Level 1, COMLEX-USA Level 2-CE and Level 2-PE examinations as determined by the NBOME.
2. Graduated from an osteopathic medical school accredited by the American Osteopathic Association's Commission on Osteopathic College Accreditation (AOA COCA) with an earned D.O. degree and the NBOME has received confirmation from the Office of the Dean of the candidate's college/school of matriculation or a verified copy of his or her diploma from an accredited osteopathic medical school.

Notwithstanding the foregoing, a candidate who graduated from an accredited college of osteopathic medicine before January 1, 2005 and successfully completed COMLEX-USA Level 2-CE before June 30, 2005 is exempt from the requirement of passing COMLEX-USA Level 2-PE as a condition of eligibility to take COMLEX-USA Level 3.

B. Sequence of Examinations

The COMLEX-USA Levels must be taken in sequence.

- The candidate must successfully complete COMLEX-USA Level 1 before taking either part (Performance Evaluation or Cognitive Evaluation) of Level 2, or Level 3.
- COMLEX-USA Level 2-CE and Level 2-PE may be taken in any order.
- The candidate must pass the COMLEX-USA Level 2-CE **and** Level 2-PE examinations (unless exempted, see above) in order to take the COMLEX-USA Level 3 examination.

C. Out-of-Sequence Administration of COMLEX-USA Level 2-PE

The NBOME may, at the sole discretion of its Vice-President of Clinical Skills Testing, administer the COMLEX-USA Level 2-PE examination out-of-sequence to a candidate who graduated from an AOA-COCA accredited osteopathic medical school and successfully completed COMLEX-USA Level 3 (or its equivalent), provided all the following criteria are met:

1. A medical licensing agency or jurisdiction, either domestic or international, which issues licenses to practice medicine ("Medical Licensing Agency"), provides a written request to the NBOME that the NBOME administer the COMLEX-USA Level 2-PE examination out-of-sequence to the candidate;
2. The candidate and Medical Licensing Agency accept as final the NBOME's standard pass/fail decision for the COMLEX-USA Level 2-PE examination, which is intended to assess competencies of AOA-COCA accredited osteopathic medical school graduates prior to licensure to practice medicine; and
3. The candidate agrees to indemnify and hold harmless, including reasonable attorneys' fees and costs, arising out of or relating to the administration of the COMLEX-USA Level 2-PE examination.

If the NBOME approves the Medical Licensing Agency's request to administer the COMLEX-USA Level 2-PE examination to a candidate out-of-sequence, the candidate must register and schedule to take the examination and pay the appropriate registration fee(s) as required by the NBOME.

The candidate may not register for or schedule an out-of-sequence COMLEX-USA Level 2-PE examination until the candidate is notified by the NBOME that the Medical Licensing Agency's request has been approved by the NBOME.

The NBOME will provide the score and other related information directly to the Medical Licensing Agency and, if requested by the Medical Licensing Agency, to the candidate.

D. Recommendations for completing the COMLEX-USA Series

Although the NBOME does not limit the number of times a candidate may re-take an examination that he or she did not pass (subject, however to the 12-month limitations stated above), the NBOME recommends that a medical licensing authority require the candidate to successfully complete the full sequence of the COMLEX-USA examinations (Levels 1, 2-CE, 2-PE and 3) within a seven-year period, beginning with the date the candidate passes the COMLEX-USA Level 1 examination.

The NBOME also recommends that a candidate not be allowed more than three attempts to pass the examination at any Level without the candidate first demonstrating to the medical licensing agency that the candidate has obtained additional educational or clinical experience acceptable to the medical licensing agency.

The time period within which to complete the full sequence of examinations and the number of attempts allowed to complete an examination at any Level without additional educational experience varies among the state medical licensing authorities.

The NBOME has established and recommends a minimum passing score for the examinations at each Level. A medical licensing authority may accept the recommended minimum score for the pass/fail decision, or it may establish its own passing score for any of the COMLEX-USA examinations.

To obtain specific information as to what is required by a particular medical licensing authority in the jurisdiction in which he or she intends to apply for medical licensure, the candidate should contact that authority (see www.fsmb.org).

E. Terms and Conditions Binding All Candidates

All candidates who register or schedule to take or who take any examination of the NBOME, including but not limited to any COMLEX-USA examination, are legally bound by the following terms and conditions ("Terms and Conditions") as a condition of establishing an online account with the NBOME, registering for or scheduling to take any NBOME examination, or taking any NBOME examination:

TERMS AND CONDITIONS

(1) Bulletin of Information. Candidate acknowledges that he or she has read or had the opportunity to read the most recently published Bulletin of Information of the NBOME ("BOI"), which is available online at the NBOME website (<http://www.nbome.org> – enter BOI in search engine), and agrees that he or she is legally bound by all terms, conditions and obligations of candidates set forth in the BOI and as it may be amended, modified or supplemented by the NBOME from time to time.

(2) Current Candidate Information. It is the sole responsibility of the candidate to provide accurate and current information as required by the NBOME, including the latest candidate contact information, either in writing delivered to the NBOME by a traceable means or electronically at www.nbome.org (candidate can update personal profile through his/her NBOME online account).

(3) Fees. Candidate must pay all registration and other fees required by the NBOME or its contractors. In the event of any nonpayment, the NBOME will be entitled to recover all unpaid fees and costs of collection, including reasonable attorneys' fees and costs.

(4) Confidential Property of NBOME. Candidate acknowledges and agrees that all NBOME examinations and means and methods for test development and methodology for testing and scoring NBOME examinations, and all related data and other information, are the confidential property of the NBOME. Candidate has no right, title or interest whatsoever in or access to any examination or other confidential property belonging to the NBOME (except only confidential access to an examination during the administration of the examination to the candidate as permitted by the NBOME and under strict supervision of a proctor or NBOME's testing vendor).

(5) Candidate Confidentiality Agreement. Candidate agrees that he or she will not discuss, disclose, paraphrase, publish or otherwise make known to anyone any test item, information relating to any NBOME examination, or other confidential property belonging to the NBOME that is not publically available on the NBOME website, www.nbome.org. Candidate further agrees that he will not contribute to or participate in any manner whatsoever, directly or indirectly, in

any commercial test preparation service or enterprise for a period of eighteen (18) months following the date any NBOME examination was administered to the candidate. Candidate acknowledges and agrees that any violation by the candidate of these Terms and Conditions is a breach of contract, "irregular conduct," and may result in the non-scoring or voiding of the candidate's examination and assignment of a "Fail" score and/or other sanctions which the NBOME may impose in its sole discretion, in addition to candidate's liability for and obligation to pay to the NBOME all damages and losses incurred by the NBOME, including reasonable attorneys' fees and costs, caused by any violation of these Terms and Conditions by the candidate. The candidate also acknowledges and agrees that the NBOME has no adequate remedy at law and is entitled to injunctive and/or other equitable relief without bond to prevent or limit any or further violation of these Terms and Conditions or disclosure of test items or other confidential property of the NBOME.

(6) Release and Limitation of Liability. Candidate hereby unconditionally releases and discharges the NBOME, its employees, officers, directors and agents ("Released Parties") from any and all claims, liabilities, damages or losses whatsoever, now existing or hereafter occurring, known or unknown, that arise out of or are related to any act or omission including any negligent or other unintentional act or omission of the Released Parties or any of them, including but not limited to the construction, administration or scoring of any NBOME examination administered to the candidate at any time. Candidate further agrees that the Released Parties shall not be responsible or liable to the candidate or any other person for any injunctive or other equitable relief whatsoever or any indirect, consequential, punitive or other damages, except for the return of any registration fee paid by the candidate to the NBOME which shall in any event be his or her sole remedy for any claim against the Released Parties or any of them.

(7) Choice of Law, Forum Selection. These Terms and Conditions and any other agreement of the candidate with the NBOME are governed by and shall be construed only under the laws of the state of Indiana, and any claim by or for the candidate against the NBOME or any of its employees, officers, directors or agents, arising out or relating to the construction, administration, scoring or otherwise of any examination of the NBOME, or any act or omission of the NBOME or any of its employees, officers, directors or agents, will be determined under the laws of the state of Indiana, without regard to the conflict laws of any state. **Candidate expressly agrees and submits to the jurisdiction of courts of or located in the state of Indiana, and further expressly agrees that any claim, demand or complaint whatsoever by or for the candidate against the NBOME, or any of its employees, officers, directors or agents, shall be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other courts and jurisdictions.** Candidate acknowledges and agrees that NBOME examinations are administered in all 50 states of the United States and elsewhere, and that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable and that any claim, demand or complaint by the candidate against the NBOME, its employees, officers, directors or agents be brought only in a court located in Marion County, Indiana. Notwithstanding the foregoing, the NBOME may in its sole discretion require that any claim, demand, complaint of the candidate or any of its employees, officers, directors or agents, or other dispute between the candidate and the NBOME, be resolved by arbitration in Marion County, Indiana, in accordance with the laws of the state of Indiana.

(8) Miscellaneous. These Terms and Conditions are legally binding upon the candidate, his or her heirs, successors and assigns, and may not be waived by the NBOME without the expressed written consent of the NBOME. Candidate acknowledges and agrees that his or her agreement to these Terms and Conditions are available online at www.nbome.org and may be

in electronic form for all purposes. If any of the foregoing Terms and Conditions is unenforceable for any reason, the remaining Terms and Conditions shall remain in full force and effect as if the unenforceable Term or Condition did not exist. The candidate shall be liable for and the NBOME shall be entitled to recover from the candidate all of the NBOME's losses and damages, including reasonable attorneys' fees and costs, caused by any breach or violation by the candidate of any of these Terms and Conditions.

A candidate may be required to acknowledge and agree to all the foregoing Terms and Conditions online prior to establishing an online account with the NBOME, or registering or scheduling to take, or taking any examination of the NBOME. However, all candidates are legally bound by the foregoing Terms and Conditions whether or not a candidate acknowledges and agrees online to the Terms and Conditions.

The NBOME will provide to the candidate at no fee a copy of these Terms and Conditions in paper or in electronic form upon written request by the candidate delivered to the NBOME. If any of the Terms and Conditions is required to be in writing for any purpose, the candidate may, by a clear written statement delivered to the NBOME, withdraw his or her consent to these Terms and Conditions being in electronic form for future examinations, acts or omissions; provided all the Terms and Conditions shall be and remain legally binding upon the candidate for any and all examinations scheduled or administered to the candidate and acts and omissions of the NBOME occurring prior to delivery to the NBOME of any such withdrawal of consent to this agreement being in electronic form, and candidate may not register for, schedule or take any examination of the NBOME unless and until he or she has executed and delivered to the NBOME his or her agreement to these Terms and Conditions in paper form.

III. DESCRIPTION OF EXAMINATIONS

A. Overview and Blueprint

The COMLEX-USA examination series is designed to assess the osteopathic medical knowledge and clinical skills considered essential for osteopathic generalist physicians to practice medicine without supervision. COMLEX-USA is constructed in the context of medical problem-solving that involves clinical presentations and physician tasks. Candidates are expected to utilize the philosophy and principles of osteopathic medicine to solve medical problems. Examinations are administered only in the English language.

The Clinical Presentation ("Dimension 1") of the COMLEX-USA examination blueprint identifies high-frequency and/or high-impact health issues that osteopathic generalist physicians encounter in practice.

The Physician Task ("Dimension 2") specifies the major steps osteopathic physicians generally undertake to solve medical problems. Major categories of the two dimensions can be found in Table 1. Detailed topics covered by each category are in the CBT Tutorial available at <http://www.nbome.org/intro/index.html>.

The COMLEX-USA series is an examination sequence with three Levels. While all examination Levels have the same two-dimensional content structure, the depth and emphasis of each Level parallels the educational experiences of the candidate. This progressive nature of the COMLEX-USA examinations ensures the consistency and continuity of the measurement objectives of the

osteopathic medical licensing examinations. A description of the blueprints is below, and descriptions of each examination component of the series, including what constitutes a passing score, follows.

Table 1 - Blueprint for Computerized COMLEX-USA Examinations

Osteopathic principles and practices, by design, are integrated throughout all dimensions of the examination, as this best reflects the manner in which osteopathic principles and practices are integrated into osteopathic medicine.

Category	Percent Weighting		
Dimension 1: Patient Presentation	Level 1, Level 2 CE, Level 3		
Asymptomatic & General Symptoms	8 – 16%		
Symptoms & Disorders of Digestion & Metabolism	4 – 10%		
Symptoms & Disorders of Sensory Alterations	28 – 38%		
Symptoms & Disorders of Motor Alterations	6 – 12%		
Symptoms & Disorders Related to Human Sexuality & Urination	3 – 8%		
Symptoms & Disorders of Respiration & Circulation	8 – 16%		
Symptoms & Disorders of Thermoregulation	2 – 6%		
Symptoms & Disorders of the Tissues and Trauma	8 – 16%		
Symptoms & Disorders of Human Development	3 – 8%		
Category	Percent Weighting by Level		
Dimension 2: Physician Tasks	Level 1	Level 2 CE	Level 3
Health Promotion & Disease Prevention	1 – 5%	15 – 20%	15 – 20%
History & Physical Examination	5 – 15%	30 – 40%	10 – 20%
Diagnostic Technologies	1 – 5%	10 – 20%	15 – 25%
Management	2 – 7%	10 – 20%	25 – 40%
Scientific Understanding of Mechanisms	70 – 85 %	5 – 15 %	5 –10%
Health Care Delivery	1 – 3 %	5 – 10%	5 – 10%

B. COMLEX-USA Level 1

COMLEX-USA Level 1 is constructed according to the COMLEX-USA examination blueprint. Candidates are expected to demonstrate basic science knowledge relevant to medical problems as defined by the Level 1 blueprint. Level 1 emphasizes the scientific concepts and principles necessary for understanding the mechanisms of health, medical problems and disease processes.

COMLEX-USA Level 1, taken in one day, is a problem-based and symptom-based assessment integrating the basic medical sciences of anatomy, behavioral science, biochemistry, microbiology, osteopathic principles, pathology, pharmacology, physiology and other areas of medical knowledge as they are relevant to solving medical problems. The examination consists of two four-hour test sessions, each containing questions related to diverse clinical presentations.

Passing COMLEX-USA Level 1 certifies that candidates have demonstrated qualification in the basic medical sciences and osteopathic principles as required to solve clinical problems in the supervised practice setting.

C. COMLEX-USA Level 2 – CE (Cognitive Evaluation)

COMLEX-USA Level 2-CE is constructed according to the COMLEX-USA examination blueprint. Candidates are expected to demonstrate knowledge of clinical concepts and principles involved in all steps of medical problem-solving as defined by Dimension 2. Level 2-CE emphasizes the medical concepts and principles necessary for making appropriate medical diagnoses through patient history and physical examination findings.

COMLEX-USA Level 2-CE, taken in one day, is a problem-based and symptom-based assessment integrating the clinical disciplines of emergency medicine, family medicine, internal medicine, obstetrics/gynecology, osteopathic principles, pediatrics, psychiatry, surgery, and other areas necessary to solve medical problems as defined by the Level 2-CE blueprint. A similar problem-symptom-based approach is used in Level 2 as in Level 1. The examination consists of two four-hour test sessions, each containing questions related to diverse clinical presentations.

Passing COMLEX-USA Level 2-CE certifies that candidates have demonstrated qualification in the clinical sciences and osteopathic principles as required to solve clinical problems in the supervised practice setting and for entry into graduate medical education.

D. COMLEX-USA Level 2 – PE (Performance Evaluation)

The COMLEX-USA Level 2-PE is a one-day examination of clinical skills where each candidate will encounter twelve standardized patients over the course of a seven-hour examination day. The examination is administered at NBOME's National Center for Clinical Skills Testing, 101 W. Elm St, Conshohocken, Pennsylvania (near Philadelphia).

Examination design, test specifications, test format and other details are available in the current *Orientation Guide for COMLEX-USA Level 2-PE* on the NBOME's website (<http://www.nbome.org/docs/peorientationguide.pdf>). An instructional video on COMLEX-USA Level 2-PE is available for viewing on the NBOME's website (<http://www.nbome.org/pe-video.asp>).

COMLEX-USA Level 2-PE is the clinical skills component of the Comprehensive Osteopathic Medical Licensing Examination (COMLEX-USA) series. Consistent with the NBOME's mission to protect the public by providing the means to assess competencies for osteopathic medicine and related health care professions, COMLEX-USA Level 2-PE is designed to help fulfill the public and licensing authority mandate for enhanced patient safety through the documentation of the clinical skills proficiency of graduates from osteopathic medical schools.

The Performance Evaluation augments the written COMLEX-USA Level 2-CE (Cognitive Evaluation) of osteopathic medical knowledge by providing an assessment of fundamental clinical skills. These clinical skills tested include: physician-patient communication, interpersonal skills and professionalism, medical history-taking and physical examination skills, osteopathic principles and osteopathic manipulative treatment, and written communication skills (including synthesis of clinical findings, integrated differential diagnosis, and formulation of a diagnostic and treatment plan).

These patient-centered skills are evaluated in the context of clinical encounters with standardized patients for a maximum 14-minute duration, and are required to be personally performed as appropriate in a timely, efficient, safe, and effective manner within that finite time period.

The COMLEX-USA Level 2-PE examination assesses the ability of the candidate to interact with patients who vary in age, gender, and ethnic and culture background, and includes clinical presentations of a variety of patients that could be acute, chronic or opportunities for health promotion and disease prevention. This diversity of standardized patients is essential to the construct of the examination. Consequently there can be no modification of the standardized patient mix encountered during the examination because any modification of that mix would fundamentally alter the assessment of the clinical skills being assessed by the COMLEX-USA Level 2-PE examination.

The ability to communicate in the English language is required in each clinical encounter.

For case selection, COMLEX-USA Level 2-PE applies the Dimension 1 categories from the COMLEX-USA blueprint. The content (case selection) of Level 2-PE is incorporated across the following axis:

Patient Presentation Axis. Standardized patients present in simulated ambulatory medical settings with problems and symptoms that are either acute or chronic, or that provide opportunities for health promotion and disease prevention. In addition, the patients encountered are balanced to meet the examination specifications for patient gender and age as a reflection of national osteopathic physician practice patterns based on national survey data as well as expert judgment. In addition, the demographic and cultural profiles of patients are instrumental considerations in the case development process.

Osteopathic Medical Practice Axis. In any examination form, the following clinical skills are evaluated in the majority of the standardized patient encounters (all encounters require that the candidate use the English language in communicating with the standardized patients and in writing the SOAP notes):

Biomedical/Biomechanical Domain

- Osteopathic Principles and/or Osteopathic Manipulative Treatment
- History-taking and Physical Examination Skills
- Integrated Differential Diagnosis and Clinical Problem-Solving
- Written Communication and Synthesis of Clinical Findings (SOAP note format)

Humanistic Domain

- Physician-Patient Communication, Interpersonal Skills, and Professionalism

Passage of both of the Biomedical/Biomechanical and Humanistic distinctive domains is required to pass the COMLEX-USA Level 2-PE examination.

Clinical Content Axis. Based on Dimension 1 of the COMLEX-USA blueprint, expert judgment, and national survey data of osteopathic physician practice patterns, candidates will encounter standardized patients presenting with the symptoms, problems, or complaints that are common to primary care osteopathic medical practice. These include:

- Patients with Neuromusculoskeletal Symptoms/Problems

- Patients with Respiratory Symptoms/Problems
- Patients with Gastrointestinal Symptoms/Problems
- Patients with Cardiovascular Symptoms/Problems
- Patients with Other Symptoms/Problems

Passing COMLEX-USA Level 2-PE certifies that candidates have demonstrated qualification in the clinical skills and osteopathic principles required to solve clinical problems for entry into graduate medical education.

E. COMLEX-USA Level 3

COMLEX-USA Level 3 is constructed according to the COMLEX-USA examination blueprint. Candidates are expected to demonstrate knowledge of clinical concepts and principles necessary for solving medical problems as independently practicing osteopathic generalist physicians. Level 3 emphasizes the medical concepts and principles required to make appropriate patient management decisions.

COMLEX-USA Level 3, taken in one day, is a problem-based and symptom-based assessment integrating the clinical disciplines of emergency medicine, family medicine, internal medicine, obstetrics/gynecology, osteopathic principles, pediatrics, psychiatry, surgery, and other areas necessary to solve medical problems as defined by the Level 3 blueprint. Level 3, like Level 2-CE and Level 1, is problem-based and symptom-based in presentation. The examination consists of two four-hour test sessions, each containing questions related to a diversity of clinical osteopathic presentations.

Passing COMLEX-USA Level 3 certifies that candidates have demonstrated qualification in the clinical sciences and osteopathic principles as required to solve clinical problems and manage patient presentations in the unsupervised practice setting.

IV. EXAMINATION SCORES

A. COMLEX-USA Level 1, Level 2-CE, and Level 3 - Scoring

The number of items answered correctly (the raw score) is converted to a 3-digit standard score and a 2-digit standard score for the purposes of making pass-fail decisions and for reporting the results. The conversion for standard scores involves information about the performance of examinees that have taken these examinations previously.

Passing Scores:

COMLEX-USA Level 1: 400 (3-digit standard score) or 75 (2-digit standard score)

COMLEX-USA Level 2-CE: 400 (3-digit standard score) or 75 (2-digit standard score)

COMLEX-USA Level 3: 350 (3-digit standard score) or 75 (2-digit standard score)

The 3-digit standard scores of COMLEX-USA Level 1, Level 2-CE, and Level 3 examinations have a mean of 500.

Items that may be included in the examination solely for research or pre-testing purposes will not be included in the candidate's score.

The percentage of candidates that pass or fail an examination is not predetermined. The pass/fail standard is criteria-based. The passing score for all COMLEX-USA examinations is based solely on a candidate's performance on the total examination, not on performance on individual content areas. The COMLEX-USA examination score reports include graphical performance profiles summarizing strengths and weaknesses for areas designated on the blueprint.

B. COMLEX-USA Level 2-PE - Scoring

Detailed information regarding examination scoring for COMLEX-USA Level 2-PE is available in the *Orientation Guide* and also in the COMLEX-USA Level 2-PE Scoring FAQ Report, both of which are on the website: www.nbome.org. Scoring is criterion-based and reported as Pass or Fail only. To pass Level 2-PE, candidates are required to meet minimal competency standards in two separate clinical skill domains: the Biomedical/Biomechanical Domain and the Humanistic Domain. Successfully passing both domains is required to pass COMLEX-USA Level 2-PE. These include the Humanistic Domain, which is a measure of physician-patient communication, interpersonal skills, and professionalism, as well as the Biomedical/Biomechanical Domain, including history-taking, physical examination, osteopathic principles and osteopathic manipulative treatment, written communication (synthesis of clinical findings in a SOAP note format), integrated differential diagnosis, and clinical problem-solving. Physician-patient communication and the written SOAP notes are required to be in the English language. Candidates who are unsuccessful in meeting the passing standards for either domain may be provided further feedback on their score reports as to relative areas of strength and weakness.

C. Setting the Pass/Fail Standard

Consistent with many other national high-stakes examinations for physician licensure worldwide, the NBOME follows industry standard best practices in determining pass/fail standards for its COMLEX-USA examinations, and for periodic resetting of the standards. Every three to four years, the NBOME reviews the standards for minimum competency required to pass COMLEX-USA examinations. This process, typically referred to as "standard setting," may result in a change in the "cut score" (or scores) needed to pass an examination. The NBOME reserves the right to review the passing standards for any of NBOME examinations at any time and passing standards may be adjusted without prior notice prior to score reporting. Notice of adjustments is posted on the NBOME website.

To learn more about the NBOME's process for standard setting, visit the NBOME website at: <https://www.nbome.org/standardsetting>

D. Score Reports

Candidates may access their scores through the online registration system for any COMLEX-USA examination at the NBOME website (www.nbome.org – Select: For Candidates>Signing Up>Register) using their user name and password.

The NBOME will provide the COMLEX-USA Level 1 and Level 2-CE examination Score Reports to the candidate and Dean of the candidate's school. The NBOME will provide the COMLEX-USA Level 3 examination Score Reports to the candidate and the Director of Medical Education of the candidate's residency/internship program if requested by the program. No scores will be reported by telephone, e-mail or fax. **Score Reports will normally be provided 4 to 6 weeks after the examination administration.**

COMLEX-USA Level 2-PE examination Score Reports will normally be mailed to the candidate and the Dean of the candidate's school approximately 8-10 weeks from the date of the examination, but may be subject to additional delays that are contingent upon candidate scheduling and other variables.

Candidates may also access their COMLEX-USA examination scores online using their user name and password, and deans (and their administrative representatives) may access this information for their students as well as confirm test session dates using a secure school page of the system.

A duplicate Score Report may be sent to a candidate upon receipt of a written request within 30 days after the original release of the score. The candidate should allow ten business days for delivery. Thereafter, a candidate must request an official certified transcript or a photocopy of the Score Report and pay a fee as determined by the NBOME.

E. Score Confirmation

Prior to releasing examination results and mailing Score Reports, the NBOME conducts a process of quality assurance to ensure that all candidate scores are accurate.

The NBOME will confirm a COMLEX-USA Level 1, Level 2-CE or Level 3 examination score if a candidate submits a written request to the NBOME for score confirmation within 30 days after the scores are released, with the accompanying \$50 fee. Score confirmation involves confirmation of responses recorded by computer. Requests for score confirmation for COMLEX-USA Level 1, Level 2-CE or Level 3 must be submitted directly to the NBOME Corporate Offices in Chicago.

For the COMLEX-USA Level 2-PE examination, score confirmation involves confirmation of the numerical aspects that make up the scores and the pass-fail decisions, but does not include further review or re-scoring of videotaped performances or written SOAP notes. Requests for score confirmation for COMLEX-USA Level 2-PE must be submitted directly to the NBOME National Center for Clinical Skills Testing and received in writing within three months of the completion of the examination (or 30 days from the issuing of the score report, whichever is later) and must include the \$50 fee for score confirmation.

Further information regarding COMLEX-USA Level 2-PE examination score reports can be found in the *Orientation Guide* and also the COMLEX-USA Level 2-PE examination Score Report FAQ Report, both of which are available at www.nbome.org. Candidates are requested to carefully review this information prior to contacting the NBOME because further specific feedback will not be provided by the NBOME.

F. Privacy and Use of Candidate Data

It is the policy of the NBOME that candidate scores and other data provided by or obtained from the candidate will not be released to any third party except as provided in this Bulletin of Information or at the request of the candidate; provided the NBOME may use a candidate's de-identified score or other candidate data or information for research or other purposes related to the mission of the NBOME without notification to or the permission of the candidate.

V. REGISTRATION AND SCHEDULING

A. Registration Overview

All candidates intending to take any COMLEX-USA examination must use the online access system at the NBOME website (www.nbome.org Select: For Candidates>Signing Up>Register) to register and pay for examinations, schedule examinations, cancel an examination, withdraw from an examination, reschedule an examination, receive refunds or credits, obtain the schedule of test dates, and choose a location at which to test (except candidates who request test accommodations, as explained below).

When the NBOME receives information from the Dean of the candidate's osteopathic medical school that the candidate has met the eligibility requirements to take a COMLEX-USA examination, the NBOME will provide to the candidate a secure code ("Secure Code") to initially access the NBOME online access system. The candidate will not be provided a Secure Code until that eligibility information is received.

To establish an online account with the NBOME, the candidate must access the NBOME online access system at the NBOME website (www.nbome.org Select: For Candidates>Signing Up>Register) and complete the following steps, as instructed online:

- Step 1: Input the Secure Code provided by the NBOME,
- Step 2: Read, acknowledge and confirm agreement to Terms and Conditions,
- Step 3: Create a username and password, and
- Step 4: Input and verify his or her personal information.

A candidate may not take a COMLEX-USA examination unless the candidate has completed all of the steps to establish his or her online account.

After the candidate has properly completed the process to establish an online account with the NBOME, the candidate may then register online to take any COMLEX-USA examination for which the candidate is eligible (except any accommodated examination, see below) and pay with an approved credit card all required fees. Payment of all required fees with an approved credit card is required before scheduling of an examination date.

As a condition of registering and scheduling online to take any examination of the NBOME, the candidate must certify that he or she is the person identified in the registration, that he or she is eligible to take the examination, and that he or she acknowledges and agrees that he or she is legally bound by all the terms, conditions, and obligations of candidates, including but not limited to the Terms and Conditions as set forth in this Bulletin of Information, including all amendments, modifications and supplements thereto.

Important: A candidate may register and schedule an examination as early as six months in advance of a scheduled test date for the COMLEX-USA Level 1, Level 2-CE, or Level 3 examination, and up to 12 months in advance for the COMLEX-USA Level 2-PE examination, provided he or she is eligible at the time of registration and scheduling of the examination.

A candidate should schedule an examination date at least 90 days before the desired test session to maximize the chance of obtaining his or her desired testing date and site. Any candidate who requires a passing score for the COMLEX-USA Level 2-PE (clinical skills examination) prior to graduation is advised to register for and schedule a test administration

date that is no later than January 31 of the candidate's graduation year in order to receive his or her score by May 1 of that year.

Candidates may not schedule any COMLEX-USA examination less than 120 hours in advance of the start of the testing session.

Candidates will find the most current information about policies and procedures applicable to testing and other items of interest at www.nbome.org.

B. Test Accommodation Requests

The Americans with Disabilities Act as amended (ADA) requires the NBOME to provide appropriate and reasonable accommodations for "persons with disabilities" as that term is defined by law.

The term "persons with disabilities" for purposes of the ADA includes a person who has a physical or mental *impairment* that *substantially limits* one or more *major life activities* of that individual, as compared to *most people in the general population*.

The term physical or mental *impairment* means any condition that impairs the candidate's ability to function that is permanent or long lasting. The term *substantially limits* a major life activity is defined in terms of the general population – and means that the candidate's impairment prevents or substantially limits a major life activity of the candidate compared to most people in the general population, not compared to the candidate's peer group such as other medical students or his or her own potential. A *major life activity* refers to activities that are of "central importance to most people's daily lives."

A candidate who applies for an accommodation under the ADA must provide to the NBOME written, credible and objective documentation to establish that he or she has a physical or mental *impairment* that *substantially limits* one or more of his or her *major life activities*, as compared to *most people in the general population*, and the appropriateness of the accommodation requested by the candidate.

The NBOME determines on a case-by-case basis whether a candidate has adequately documented with creditable and objective evidence that he or she is a "person with disability" under the ADA and whether the requested accommodation is an appropriate accommodation. Notwithstanding that a candidate may have received a prior accommodation he or she must establish to the satisfaction of the NBOME all the criteria required for an accommodation under the ADA before the NBOME will approve any accommodation in connection with the administration of an NBOME examination.

The NBOME is not required by the ADA to provide an accommodation that is unreasonable or an accommodation that would fundamentally alter the nature of the examination, including the measurement of the knowledge or skills being tested by the NBOME, or would impose an undue burden upon the NBOME or to other candidates.

Although the NBOME may in an appropriate case provide extended time to complete a computer-based examination or to write a SOAP Note, the NBOME will not provide additional time to complete the patient encounter portion of the COMLEX-USA Level 2-PE examination because any such accommodation would fundamentally alter the measurement of the skills being tested in an encounter with a patient who may have a life-threatening condition, namely the skill to evaluate the condition of the patient within a 14-minute finite period.

Application for Accommodation

A candidate who is a "person with disability" under the ADA and wants a test accommodation for an examination of the NBOME must complete and submit to the NBOME a written request for an accommodation using the appropriate form provided online by the NBOME (www.nbome.org – enter "Test Accommodation" in search engine), with all documentation necessary and appropriate to substantiate that he or she is a "person with disability" under the ADA and the appropriateness of the requested accommodation.

A candidate seeking a test accommodation must:

1. Download from the NBOME the appropriate Request for Accommodation Application form (www.nbome.org – enter "Test Accommodation" in search engine) and carefully read the instructions.
2. Obtain **all** documentation required to substantiate the candidate is a "person with disability" for purposes of the ADA and the appropriateness of accommodation requested, including but not limited to the information described on the instructions with the application form on the NBOME website.
3. Complete in full the Request for Accommodation Application.
4. Submit to the NBOME the completed Request for Accommodation Application and all documentation necessary to substantiate that he or she is a "person with disability" under the ADA and the appropriateness of the requested accommodation.

It is the responsibility of the candidate to obtain all documentation required to establish that he or she is a "person with disability" under the ADA and the appropriateness of the requested accommodation.

Applications and related information available on the NBOME website, www.nbome.org, include the Request for Test Accommodation and Instruction and Forms for the COMLEX-USA Examinations, Levels 1, 2-CE and 3; and the Request for Accommodation Application for the COMLEX-USA Level 2-PE examination.

Candidates who are requesting test accommodations should check the NBOME website at www.nbome.org (enter "Test Accommodation" in search engine) for the most current policies and information.

The application and appropriate information and documents should be submitted at least 12 weeks before the date the candidate desires to take a COMLEX-USA examination with accommodation under the ADA. Depending upon the case, it may take the NBOME up to six weeks to review the request and advise the candidate whether his or her application for an accommodation has been approved or not approved.

The NBOME recommends that all applications, requests for accommodation and supporting documentation be sent to the NBOME by a traceable means of delivery (e.g., UPS, FedEx, or Certified Mail), and that the candidate retain a copy of all materials submitted to the NBOME.

Because the NBOME cannot determine that a score produced by a time-accommodated examination is comparable to a score produced for the same examination administered under standard time conditions, the NBOME annotates Score Reports, transcripts and other reports to indicate whether an examination administered on or after July 1, 2007 was taken by the candidate under standard time (S) or non-standard time (N) conditions.

If an application for a test accommodation is not complete or does not include all required supporting documentation described in the instructions available to the candidate, the application will be either returned to the candidate or held subject to the candidate providing complete information within 30 days of the date the candidate is informed that the application is not complete. If there are deficiencies in the application or documentation, the candidate is referred to the published instructions (including any available and applicable guidelines) and may be informed only of the *type* of information or documentation required by the NBOME to make an informed decision on the candidate's request. If complete information and documentation is not provided to the NBOME within the required period, the entire submittal may be returned to the candidate without further action by the NBOME.

If the request for a test accommodation is approved by the NBOME and the candidate is notified in writing of that approval then:

For COMLEX-USA Level 1, Level 2-CE, or Level 3: The candidate must directly contact the NBOME's Corporate offices in Chicago office by phone (773-714-0622 or toll-free at 877-714-0622), to obtain instructions regarding registration and/or scheduling to take the examination with the approved accommodation.

For COMLEX-USA Level 2-PE: The candidate must contact the NBOME's National Center for Clinical Skills Testing in Conshohocken by phone (610-825-6551 or toll-free at 866.626.6397), to obtain a date to take the examination with a test accommodation. COMLEX-USA Level 2-PE testing sessions are often fully scheduled three to four months in advance, so candidates should plan accordingly.

If the request for a test accommodation is not approved by the NBOME, the candidate may then schedule online to take the examination without an accommodation.

A candidate who requests a test accommodation may not register and/or schedule a test date until he or she receives written notification from the NBOME of its decision on the candidate's application.

Request for Reconsideration

If an application for an accommodation under the ADA is not approved as requested, and the candidate thereafter obtains *new and compelling data or information* supporting his or her request, the candidate may request that the NBOME reconsider its decision. Any request for reconsideration must be in writing and submitted to the NBOME with the candidate's new and compelling data or information not previously considered by the NBOME. The candidate must also submit a written statement explaining the candidate's contention that the NBOME's decision should be reconsidered and the requested accommodation approved.

If a candidate requests a reconsideration of the NBOME's decision with new and compelling data or information and a rational statement of the reasons the candidate contends the decision should be reconsidered, that request for reconsideration will be processed the same as if the request is an original application. The NBOME may return to the candidate without further consideration any request for reconsideration that does not meet the requirements of this policy.

C. Rescheduled, Canceled or Missed Scheduled Examination

The following policies apply if a scheduled COMLEX-USA examination is rescheduled, canceled, or the candidate is considered a "no show" for a scheduled examination.

Any rescheduling or cancellation of a scheduled examination must be completed through the NBOME online registration system, unless otherwise provided in this Bulletin of Information, and is subject to the required rescheduling, cancellation or forfeiture fees. A reschedule or cancellation of a scheduled examination is not effective until received by the NBOME online. The candidate cannot schedule a new COMLEX-USA Level 2 PE examination date until the scheduled examination date is cancelled. Rescheduling of an examination is subject to the availability of the testing center.

The NBOME policies and fees which a candidate will incur if he or she reschedules, cancels, or fails to show for a scheduled examination are the following:

COMLEX-USA Level 1, Level 2-CE and Level 3 Examinations

A candidate may reschedule or cancel a scheduled COMLEX-USA Level 1, Level 2-CE or Level 3 examination in accordance with the following policies:

More Than 30 Days Before Scheduled Examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at anytime more than 30 days before a scheduled examination without incurring a rescheduling or cancellation fee.

30 Days To And Including 120 Hours Before Scheduled Examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at anytime from 30 days to and including 120 hours before the start of a scheduled examination. If the candidate reschedules the scheduled examination during that period the candidate must pay directly to the testing vendor a rescheduling fee as determined by the testing vendor to reschedule the examination. As of June 30, 2010, that rescheduling fee is \$85.00. If the candidate cancels the scheduled examination in the timeframe noted above, the NBOME will issue a refund of his or her registration fee (less the cancellation fee of \$85.00). To reschedule the examination the candidate must pay the full registration fee.

Less than 120 Hours To And Including 24 Hours Before Scheduled Examination: A candidate may cancel and reschedule a scheduled examination at anytime less than 120 hours to and including 24 hours before the start of a scheduled examination. If a candidate cancels a scheduled examination at anytime that is less than 120 hours to and including 24 hours before the start of a scheduled examination, the candidate will forfeit \$190.00 of his or her registration fee, and will receive a refund of the balance of the fee. When rescheduling the examination, the candidate must pay the full registration fee.

Less Than 24 Hours Before Scheduled Examination – Cancellation or "No Show": If a candidate cancels his or her scheduled examination less than 24 hours before the start of the scheduled examination, fails to show at the scheduled time and place for an examination, or is prohibited by the NBOME or testing vendor from taking the examination for other than irregular conduct, the candidate will forfeit \$225.00 of his or her registration fee. The candidate may request a refund of the balance of the candidate's registration fee in accordance with the policy set forth below. Candidate must contact the NBOME office in writing or by email to candidateservices@nbome.org to reset his or her examination status

for rescheduling purposes. To reschedule the examination the candidate must pay the full registration fee.

COMLEX-USA Level 2-PE Examination

A candidate cannot schedule a new COMLEX-USA Level 2 PE examination date until the scheduled examination date is cancelled. A candidate may cancel a scheduled COMLEX-USA Level 2-PE examination and then reschedule in accordance with the following policies:

More Than 90 Days Before Scheduled Examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at any time more than 90 days before a scheduled examination without incurring a rescheduling or cancellation fee. The candidate will receive a full refund of his or her registration fee. To reschedule the examination the candidate must pay the full registration fee.

90 Days To More Than 30 Days Before a Scheduled Examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at anytime 90 days to more than 30 days before the start of a scheduled examination. He or she will forfeit \$50 of his or her registration fee, and will receive a refund of the balance of the registration fee. To reschedule the candidate must pay the full registration fee.

30 Days To More Than 48 Hours Before Scheduled Examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at anytime 30 days to more than 48 hours before the start of a scheduled examination. He or she will forfeit \$150 of his or her registration fee and will receive a refund of the balance of the registration fee. To reschedule the candidate must pay the full registration fee.

48 Hours To And Including the start of the scheduled examination – Reschedule or Cancellation: A candidate may reschedule or cancel online a scheduled examination at anytime 48 hours to and including 24 hours before the start of a scheduled examination. To reschedule or cancel less than 24 hours up until the start of the scheduled examination, the candidate must contact the National Center for Clinical Skills Testing directly by telephone (contact information listed below). The candidate will forfeit \$400.00 of his or her registration fee as a cancellation fee and will receive a refund of the balance of the registration fee. To reschedule the candidate must pay the full registration fee.

Start time of scheduled examination – "No Show": If a candidate fails to show for a scheduled examination, fails to notify the NBOME prior to the start of the scheduled examination, or is prohibited by the NBOME from taking the examination for other than irregular conduct, the candidate will forfeit \$650.00 of his or her registration fee as a cancellation fee. The candidate may request a refund of the balance of his or her registration fee in accordance with the policies set forth below. To reschedule the candidate must pay the full registration fee.

A candidate should contact the NBOME National Center for Clinical Skills Testing (610-825-6551 or toll-free at 866.626.6397) immediately if he or she encounters travel or other delays.

Refund Policy

When an examination is cancelled or rescheduled more than 24 hours before the scheduled examination, a candidate will automatically receive a refund of the examination cost, minus the applicable cancellation or rescheduling fee. The refund will be applied directly to the credit card used. When a ***computer-based examination*** is canceled or rescheduled less than 24 hours

before the scheduled examination date, or is missed, a candidate is entitled to a portion of his or her registration fee for a cancelled or missed scheduled examination, as provided above. When a candidate is a "no show" for a ***clinical skills (Level 2-Performance Evaluation) examination*** a candidate is entitled to a portion of his or her registration fee for a missed scheduled PE examination, as provided above. In both these instances, the candidate must submit to the NBOME and the NBOME must receive within 30 days following the date of the canceled or missed examination a written request from the candidate for refund of the portion of the registration fee to which the candidate is entitled. If such a request is not submitted by the candidate and received by the NBOME within that 30-day period, the candidate will forfeit his or her right to a refund of any portion of the registration fee for the canceled or missed scheduled examination and shall have no recourse against the NBOME.

Irregular Conduct

If a candidate is prohibited from taking or completing a scheduled examination because of irregular conduct the candidate will forfeit his or her entire registration fee. If and when a candidate is eligible to reschedule the examination, the candidate must pay the full registration fee. The candidate may not reschedule the examination until after the missed scheduled examination date.

Request for Waiver of Portion of Rescheduling or Cancellation Fee.

COMLEX-USA Level 1, 2-CE or 3 Examination. If a candidate cancels a scheduled COMLEX-USA Level 1, 2-CE or 3 examination 120 hours or less before the scheduled examination or is considered a "no show" because of circumstances beyond his or her control, and submits to the NBOME, no later than 30 days following the administration of the canceled or missed examination, a written request for waiver of a portion of the cancellation fee, the NBOME in its sole discretion may waive up to 50% of that cancellation fee.

COMLEX-USA Level 2-PE Examination. If a candidate reschedules or cancels a scheduled COMLEX-USA Level 2-PE examination 48 hours or less before the start of the scheduled examination or is considered a "no show" because of circumstances beyond his or her control, and submits to the NBOME no later than 30 days following the administration of the canceled or missed examination a written request for waiver of a portion of his or her rescheduling or cancellation fee, the NBOME may in its sole discretion waive up to \$250.00 of that rescheduling or cancellation fee.

If a candidate requests a waiver of a rescheduling fee, the candidate must include with such request a written statement of the reason(s) for the waiver request and provide to the NBOME all documentation requested by the NBOME before any such request will be considered by the NBOME.

D. Candidate Ineligible for Scheduled Examination

If prior to the administration of a COMLEX-USA examination a candidate who has scheduled the examination is or becomes ineligible for any reason to take that examination, the candidate may not take the scheduled examination. The candidate or his/her Dean shall promptly notify the NBOME in writing (email: candidateservices@nbome.org) of his/her ineligibility. The examination will be cancelled upon notification to the NBOME by the candidate or his/her Dean that the candidate is ineligible to take the examination. For purposes of any refund, the examination shall be deemed to have been cancelled the earlier of the date the examination is cancelled by the NBOME or the date the candidate or Dean notifies the NBOME in writing of his/her ineligibility to take the examination.

E. Re-Taking Failed Examination

A candidate who has received a failing score on a COMLEX-USA Level 1, Level 2-Cognitive Evaluation, Level 2-Performance Evaluation or Level 3 examination may schedule another examination after receiving his/her score. To re-take a failed examination, the candidate must register and schedule online a new test date and meet the eligibility requirements when he or she registers to re-take the examination and on the date of the examination. A candidate may take the COMLEX-USA Level 1, Level 2-Cognitive Evaluation or Level 3 examinations a maximum of four times in any 12-month period. A candidate may take the COMLEX-USA Level 2-Performance Evaluation a maximum of three times in any 12-month period.

A candidate who fails any accommodated COMLEX-USA examination and desires a test accommodation in connection with his or her re-examination must re-apply to the NBOME for the accommodation before registering to re-take the failed examination, and include all required current documentation to substantiate that the candidate is a "person with disability" for purposes of the ADA and the appropriateness of the requested accommodation. A candidate requesting a test accommodation must contact the NBOME to register and schedule an accommodated re-take of a failed examination, and may not register and schedule an accommodated examination online.

A candidate may not re-take any level of COMLEX-USA to improve his or her score or for any purpose other than to pass a previously failed examination.

VI. EXAMINATION ADMINISTRATION

A. Testing Centers and Dates

The COMLEX-USA Level 1, Level 2-CE, and Level 3 examinations are delivered at more than 300 test centers located within all 50 states of the United States and some international locations. The exact location of test centers and availability of the sites for the scheduled test dates can be viewed online after registering for the examination.

The COMLEX-USA Level 2-PE examination is administered only at NBOME's National Center for Clinical Skills Testing (NCCST), 101 W. Elm Street, Conshohocken, Pennsylvania (near Philadelphia). Availability of test dates for the COMLEX-USA Level 2-PE examination may be determined online or by contacting the NCCST.

B. COMLEX-USA Level 1, Level 2-CE, Level 3

The following policies apply to the administration of the COMLEX-USA Level 1, Level 2-CE or Level 3 examinations:

Arrival and Identification

Candidates should arrive 30 minutes prior to the start of the scheduled test administration, and must bring with them one (1) piece of identification, which must be a valid government-issued picture ID with signature, such as a current driver's license or passport. As part of the candidate's identification processing, the driver's license or passport will be scanned in order to retain scanned information. A candidate's name on the registration and the valid government-issued picture ID must be the same. Candidates are required to have a digital photo taken and provide a biometric ID (fingerprint) to enter and exit the test center. Candidates should dress

comfortably as the examination may take the full day. Candidates requiring the use of hearing aids or earplugs during testing must contact the NBOME prior to their test date. Candidates are not permitted to bring food or drink into the test area of the center. If a candidate requires food or drink during the testing period, he or she may request an unscheduled break. However, all time for an unscheduled test break(s) will be charged against the allocated test session time.

Any candidate who presents to the test center for a scheduled examination but does not produce at least one appropriate form of identification, which is a current and valid government-issued picture ID, will not be permitted to take the examination and must schedule a new appointment for the examination as if he or she had failed to appear for the examination without prior notice to the NBOME ("no show"). The candidate will incur a fee to reschedule the new test appointment as "no show," in accordance with the fees established in this Bulletin of Information.

The NBOME utilizes the personal information entered by the candidate into the NBOME web-based electronic registration system to verify the identity of the candidate taking the examination. Therefore, a candidate whose name is changed by marriage or for some other reason must notify the NBOME in advance of testing (five business days) if he or she is to be tested under the new name. Any candidate presenting an ID that does not match the name in the NBOME web-based electronic registration system will not be permitted to take the examination and will be considered a "no show" for all purposes.

Late Arrival

Any candidate who arrives at the designated test center within 30 minutes after the scheduled start time for a COMLEX-USA Level 1, Level 2-CE or Level 3 examination and requests to take the examination will be permitted to do so, but only if the test center is able to deliver the examination in its entirety.

Any candidate who arrives more than 30 minutes past the scheduled start time may take the examination at the sole discretion of the proctor or testing vendor at the test center. A candidate will only be permitted to take the examination if the test center is able to deliver the examination in its entirety. Any candidate who arrives later than 30 minutes and is not permitted to take the examination shall be considered a "no show."

No Outside Information or Access

During the full test session, a candidate will not be permitted access to any information or data not provided to the candidate by the NBOME or the testing vendor at the test center, including but not limited to any access to a cellular phone or PDA, text, notes or other materials, and may not communicate in any manner with anyone outside the testing center.

Unaccompanied

A candidate may not have in the test area assigned to the candidate any family member, assistant or other person for any reason except as specifically approved by the NBOME as a test accommodation.

Special Assistance

Even though a candidate may not be a "person with disability" for purposes of ADA (see test accommodation policy above), the NBOME may provide limited special assistance if sufficient notification is provided to the NBOME. The proctor of a COMLEX-USA Level 1, Level 2-CE or Level 3 examination may permit or provide special assistance in accordance with the business parameters established between the testing vendor and the NBOME; however, under no circumstance may a proctor permit any additional time to take the examination or modify the

examination or testing conditions in any way that would alter the standards for measurement of the knowledge or skill being tested by the examination. Examples of other assistance that may be permitted include but are not limited to the use of ear plugs, dietary needs, or taking of medication.

No Test Assigned

If an eligible candidate appears at the scheduled test center for a scheduled examination but is not assigned a test and if a test is not provided to the candidate within 30 minutes of the beginning of the examination or other arrangements are not made to provide the candidate sufficient time to complete the examination, the scheduled testing of the candidate may be canceled and the candidate may schedule a new appointment for the examination at the next available test date without any additional fee.

If no test is available for a candidate, the candidate may be eligible for reimbursement of travel and lodging expenses up to \$150. The candidate must apply in writing within 30 days of the event and must provide to the NBOME the appropriate receipts and any additional information requested by the NBOME to receive consideration for a reimbursement of such expenses.

Leaving Test Area

If a candidate leaves his or her assigned test area during the administration of any COMLEX-USA examination without permission, the NBOME may in its sole discretion determine whether "irregular conduct" occurred.

If the NBOME determines that "irregular conduct" occurred, the examination may in the sole discretion of the NBOME be voided and not scored, and "irregular conduct" noted on the candidate's score report and transcript.

If a candidate leaves the test area because he or she is unable to complete an examination due to a significant illness as determined by the NBOME, and the examination is voided and not reported, the NBOME may in its sole discretion, upon written request of the candidate within 30 days of the date of the examination, with appropriate documentation, permit the candidate to schedule a new test date without payment of an additional fee.

Regardless of the reason the candidate left the assigned test area, if the candidate is permitted to continue with the examination he or she will not be granted any additional time to complete the examination.

Program Malfunction

If any computer-based COMLEX-USA examination does not launch or malfunctions, including but not limited to missing test items or portions of test items including visuals, graphics and/or text during the administration of the examination such that the integrity or the security of the examination is compromised for one or more candidates, the examination of the candidate(s) adversely affected will be voided and any answers to the extent completed will be not scored. A malfunction occurring during the administration of an examination of any candidate will be deemed to have compromised the integrity or security of the examination for that candidate if the malfunction lasts longer than 60 minutes or otherwise significantly alters the content or construct specifications for the examination. If the examination is voided the candidate may schedule a new test appointment at the next available appointment to test without incurring additional fees.

If the NBOME in its sole discretion determines that the integrity of the candidate's examination was not adversely affected, the examination will be scored and reported the same as if the malfunction had not occurred.

If the NBOME becomes aware of a malfunction in the administration of an examination that is deemed to have compromised the integrity or security of the examination for any candidate, but is unable to determine whether the malfunction compromised the integrity or security of the examination as to another candidate, the NBOME in its sole discretion may accept and score that other candidate's examination provided that candidate executes, in a form satisfactory to the NBOME, a verified statement that he or she was unaffected by the malfunction, and desires that his or her examination be scored, agrees to accept the results of the examination, and waives any claim arising out of or relating to the examination.

Any candidate required to schedule a new test appointment and take an examination because of any malfunction during the administration of the examination may schedule a new test appointment at the next available date, without payment of any additional fee. The NBOME may reimburse candidates for travel and lodging expenses up to \$150. The candidate must apply for such reimbursement of expenses in writing within 30 days of the event to the NBOME, and must provide appropriate receipts and any other information requested by the NBOME in order to be considered for any reimbursement for such expenses.

Interruption of Examination

Unanticipated circumstances may arise including, but not limited to, fire alarm, evacuation, weather emergency, power failure, software failure, equipment failure, and forced evacuation which may require a test center to close immediately before or during the administration of an examination. If the proctor stops all testing, the candidates must stop further work on the examination. Candidates must obey all proctor instructions, and testing center placards for the safety of all affected by the emergency. Depending on the time required to restore a safe testing environment, the proctor or testing vendor will determine whether or not to resume testing.

The proctor or testing vendor will determine whether the examination will resume from the point when the examination was stopped if the examination interruption will still permit the examination to be administered in its entirety.

If the examination is interrupted for a period of time that will not permit the examination to be administered in its entirety, or the examination is canceled for emergency or safety purposes, any portion of the examination to the extent completed will be voided and not reported, and a new appointment to take the examination will be scheduled without any additional fee.

If an interruption occurs after the morning test session has been completed, and the examination cannot be resumed or there is insufficient time to permit the afternoon session to be administered in its entirety, the candidate will be required to schedule a new appointment to take the examination in its entirety. All responses to the extent the examination is completed will be voided and not reported. The new appointment to take the examination will be scheduled without any additional fee.

When an examination is interrupted and cannot be resumed and administered in its entirety the candidate may be eligible to receive a reimbursement for travel and lodging expenses up to \$150 from the NBOME. The candidate must apply in writing for a reimbursement within 30 days of the event, and must provide to the NBOME appropriate receipts and any additional information requested by the NBOME in order to be considered for reimbursement of such expenses.

Missing Data or Score

If a candidate's score or data from a COMLEX-USA Level 1, Level 2-CE or Level 3 examination is missing for any reason, including but not limited to electronic loss or transmission or computer failure, no score will be recorded or reported for the candidate.

The candidate may reschedule the examination for the next available test date without any additional fee.

If a candidate who is required to have taken the examination for graduation, promotion or for other appropriate reason and has his/her score or data missing through no fault of his/her own, the NBOME will provide, upon written request of the candidate, confirmation that the candidate did sit for the examination, but due to circumstances beyond his or her control the examination was not scored or reported.

When an examination cannot be scored or reported because of missing score or data the candidate may be eligible for reimbursement of travel and lodging expenses up to \$150 from the NBOME. The candidate must apply in writing for a reimbursement within 30 days of the event, and must provide to the NBOME appropriate receipts and any additional information requested by the NBOME in order to be considered for reimbursement of such expenses.

C. COMLEX-USA Level 2-PE (Performance Evaluation)

The following policies apply to the administration of the COMLEX-USA Level 2-PE examination:

Arrival and Identification

Candidates for the COMLEX-USA Level 2-PE should arrive at the NBOME National Center for Clinical Skills Testing in Conshohocken, Pennsylvania at least 30 minutes prior to the start of the scheduled examination to anticipate and allow for travel delays common to the greater Philadelphia area.

Candidates are required to bring a government-issued photo identification card (such as a current driver's license or passport), and a printed confirmation page for the test session. Candidates are required to have a digital photo taken and may also be required to provide a biometric ID (fingerprint) as part of the registration process.

Late Arrival

A candidate arriving late who misses the full orientation or part thereof will not be allowed to take the examination unless the candidate acknowledges in writing that he or she missed all or any part of the orientation and releases the NBOME from any claim, demand, liability or obligation arising out of or relating to the taking of the examination, including but not limited to matters covered during the orientation session. In no instance will the candidate be permitted to begin his or her examination after the first clinical encounter starts.

Any candidate arriving late and missing any part of the first encounter will be considered a "no show" and will not be allowed to take the examination. The candidate must reschedule to take the examination and pay all required fees.

Dress, Food and Equipment

Candidates should be professionally dressed, including a white lab coat, and are required to provide their own standard stethoscopes. Each candidate will be provided with a boxed lunch at the first of two scheduled examination breaks; they may bring their own food (not requiring

refrigeration) and beverages for use during the breaks if desired. If a candidate has strict dietary needs, it is recommended that he/she bring his/her own food for the examination day. Candidates are required to place all personal belongings in lockers provided at the test center.

Testing Sequence

Information regarding the testing sequence for Level 2-PE is detailed in the Orientation Guide for COMLEX-USA Level 2-PE available at the NBOME's website (<http://www.nbome.org/docs/PEorientationguide.pdf>).

No Outside Information or Access

During the full test session, candidates will not be permitted access to any information or data not provided to the candidate by the NBOME at the test center, or any access to cellular phones, PDAs or to otherwise communicate with anyone outside the testing center.

Unaccompanied

A candidate may not have in the test area assigned to the candidate any family member, assistant or other person for any reason except as specifically approved by the NBOME as a test accommodation.

Special Assistance

Even though a candidate may not be a "person with disability" for purposes of ADA (see test accommodation policy above), the NBOME may provide limited special assistance if sufficient notification is provided to the test center, but such special assistance may not include any additional testing time or any other alteration of the examination. All requests for such special assistance will be considered on an individual basis. These may include, but are not limited to, dietary needs, taking medication, breast pumps, or checking blood glucose during the exam. Necessary items may be stored in the Candidate Orientation Room or kept by staff in the testing center. A candidate must make the request prior to the testing date and must provide documentation indicating a need for such a request.

Leaving Testing Center

A candidate will not be allowed to leave the testing center (suite with examination rooms, SOAP note desks, break room, and restrooms) during the administration of the examination unless permitted or required to do so by the NBOME.

D. Cancellation Due to Inclement Weather or Other *Force Majeure*

In the event of severe inclement weather, *force majeure* or other event beyond the control of the NBOME or its testing vendor, the NBOME or its testing vendor may in its sole discretion cancel a scheduled examination.

If the NBOME or its testing vendor cancels an examination due to inclement weather, *force majeure*, or other event beyond the control of the NBOME or its testing vendor, candidates scheduled to take that examination may schedule a new appointment to test at the next available date without additional fee. The NBOME or testing vendor will, when feasible, make information available to candidates on the status of the examination.

Candidates will not be reimbursed for any travel or lodging expenses in the event that a test is canceled under these circumstances.

In the event of severe inclement weather, *force majeure* or other event that may cause the cancellation of an examination, candidates should visit the testing vendor's website,

<http://www.prometric.com/TestTakers/News/default.htm> or call 800-853-6769 to inquire as to whether the test center will be open on that day for test administration.

The test center contact information for a COMLEX-USA Level 1, Level 2-CE or Level 3 examination is provided on the electronic receipt candidates receive as confirmation of a scheduled test date. Candidates should retain a copy of the receipt for future reference.

The telephone number of the NBOME National Center for Clinical Skills Testing (NCCST) for the COMLEX-USA Level 2-PE examination is 610-825-6551, toll-free at 866.626.6397, or the Power-independent Emergency Line at 610-825-4240. The NCCST may also make available to candidates a recorded message regarding the status of the examination.

E. Adverse Testing Conditions

The following policies apply in the event any adverse testing condition (e.g., unreasonable and substantially distracting noise or other activity) occurs or is alleged to occur during the administration of any COMLEX-USA examination.

If conditions at a test center are universally adverse to all or most candidates as determined by the NBOME in its sole discretion, the NBOME may offer to all candidates so affected an option to reschedule the examination for the next available test date without the candidate incurring any additional fee. If the NBOME is unable to reschedule the examinations when this option is offered, then it is the responsibility of the candidate to make the new test appointment for the next available test date. However, if conditions at the test center are universally adverse to all candidates, the candidates so affected will be assisted to schedule a new appointment for the examination.

If the test center is closed due to adverse testing conditions, the candidate may be eligible for reimbursement of travel and lodging expenses from the NBOME for up to \$150. The candidate must apply to the NBOME in writing within 30 days following the event, and must provide appropriate receipts and any additional information requested by the NBOME to be considered for any reimbursement for such expenses.

If the test center is not closed but the candidate believes that the testing conditions have or will substantially and adversely affect his or her performance on the examination, the candidate must immediately bring that circumstance to the attention of the test center staff.

If during an examination a candidate brings to the attention of a proctor a testing condition that he or she believes has or will substantially and adversely affect his or her performance on the examination, and the condition is not resolved to the satisfaction of the candidate at the test site, then he or she may choose one of the two following options:

(1) Continue examination. If the candidate elects to continue with the examination, the candidate will have been deemed to have accepted the conditions of the testing environment, and his or her examination will be scored and reported in the normal course and the candidate shall have no recourse against the NBOME, its testing vendor or their employees, agents or representatives; or

(2) Withdraw from examination. If the candidate chooses to withdraw from the examination prior to its completion then the examination shall be voided and not scored, and the following shall apply:

(a) If the test center staff verifies to the NBOME that the condition complained of did not exist or that it existed but did not or would not have substantially and adversely affected the candidate's performance on the examination, the candidate may not reschedule to take the examination within 60 days of the date of withdrawal, must pay a full examination fee, and may not elect to withdraw from any future COMLEX-USA examination.

(b) If the test center staff verifies to the NBOME that the condition complained of did exist and that it did or would have substantially and adversely affected the candidate's performance of the examination, the candidate may reschedule the examination for the next available date and will not be assessed any additional fee. The examination to the extent completed will be voided and not reported.

If the candidate withdraws from the examination prior to completion of the examination because of any adverse testing condition, the candidate must provide to the NBOME within ten days following the date of his or her withdrawal credible and verifiable written evidence of the adverse testing condition, in addition to immediately reporting such circumstance to the test center staff at the time of the examination.

A candidate who fails to promptly report any adverse testing condition to the test center staff, or fails to provide to the NBOME credible and verifiable written evidence of an adverse testing condition within ten business days following the date of the examination, waives any objection to the testing conditions of the examination, and shall have no recourse against the NBOME, its testing vendor or their employees, agents or representatives.

Any and all findings and determinations of the NBOME shall be final and conclusive.

F. Change of Eligibility Status

If the NBOME is notified that a candidate was ineligible to take a COMLEX-USA examination after the examination was administered but before it is scored or before the score is released, the candidate's examination will be voided and no score released, and the candidate's record and transcript will reflect the administration with no score. If the NBOME determines that irregular conduct occurred, the candidate's record and transcript may be annotated to show that irregular conduct occurred.

Notwithstanding the foregoing, if the candidate did not know that he or she was ineligible to take the examination at the time the examination was taken and the candidate scheduled and took the examination in good faith, as determined by the NBOME in its sole discretion, the NBOME may refund up to one-half of the fees paid by or for the candidate for that examination if the candidate submits in writing a request for the refund, with a written explanation satisfactory to the NBOME, within 30 days of the date the candidate was notified that he or she was ineligible to take the examination. Otherwise, all fees paid by or for the candidate will be forfeited.

G. Emergency and Evacuation

In the event of an emergency during the administration of a COMLEX-USA examination, the NBOME will endeavor to protect the safety of all candidates and staff while preserving the integrity of the examination. All candidates are required to follow the proctor's or administrator's instructions and obey test center placards for their safety and the safety of others.

If as a result of the emergency or evacuation, the examination cannot be completed in its entirety or the data from the examination are irretrievable, the examination to the extent that it has been completed will be voided and not reported. The candidate may schedule a new appointment to test at the next available test date without incurring an additional fee. No reimbursement of travel or lodging expense is offered by the NBOME in this instance.

If a candidate has completed the examination in its entirety prior to the emergency or evacuation, and the data from the examination are retrievable, the candidate's examination will be scored and reported.

H. Irregular Conduct

If the NBOME determines in its sole discretion that any candidate committed or contributed to any irregular conduct in connection with the application, registration or taking of an examination as described below ("Irregular Conduct"), the NBOME may void the candidate's examination or score, report the candidate's score as "indeterminate" if the NBOME believes it cannot assure the validity of the score, suspend, revoke, or refuse to provide any transcript to a candidate or any third party, deny any application by the candidate to take any NBOME examination, and/or report the incident to the candidate's school or medical training program and/or to any licensure board, state or national jurisdiction, or agency, and/or take any other action the NBOME in its sole discretion deems appropriate.

If a candidate's examination is not scored or any score is voided because of Irregular Conduct, the NBOME may in its sole discretion deem that the candidate "failed" the examination and note a "Fail" score on the candidate's record and transcript.

The term "Irregular Conduct" includes any behavior on the part of any candidate that violates the integrity or security of the examination, behavior that is disruptive to the administration of the examination, or behavior deemed by the NBOME in its sole discretion to be inappropriate in connection with the application, registration, taking, administration, integrity, and security of any NBOME examination. Such behavior includes but is not limited to:

- Copying, fraud, deceit or other dishonest conduct.
- Refusal to provide proper ID or permit photo documentation or other identification for ID verification at any time.
- Disrupting another candidate or candidates.
- Verbal or physical harassment of any employee or representative of the NBOME or the testing vendor at any time (i.e., before, during, or after any examination).
- Communication or attempts to communicate with others during the examination other than authorized proctors or staff.
- Removal of or attempts to remove any test material, scrap paper or white board from the assigned test area.
- Damage to property.
- Providing or receiving unauthorized information about the content of an examination.
- Communication or attempts to communicate about the content, format or specific test items with another candidate or with any outside source or party (including use of telephones, personal computers, Internet access, test review companies, or any other means) at any time, either before, during or after any examination.
- Using or having available or access to any unauthorized device, text, note or other material that could assist the candidate in taking the examination.

- Providing false admittance information or altering applications, score reports, transcripts or certificates.
- Providing false or forged identification upon presentation for testing at a test center.
- Misrepresentation of physical examination or treatment maneuvers performed or history taken during a standardized patient encounter in the SOAP note or other documentation required for the COMLEX-USA Level 2-PE examination. With the exception of vital signs provided, under no other circumstances should a candidate document the results of physical examination or treatment maneuvers that were not performed or medical history that was not elicited during the clinical encounter. Documenting results of physical examination or treatment maneuvers that were not performed or medical history that was not elicited will be considered Irregular Conduct.
- Verbally or physically harming or threatening to harm a proctor, other examinees, test center employees, NBOME personnel or their agents, including telephone encounters regarding scheduling, scores or score reporting.
- Violation of the NBOME's non-disclosure or confidentiality policies or the candidate's non-disclosure agreement at any time.
- Any violation of the Terms and Conditions, policies, rules, procedures or obligations of candidates set out in the Bulletin of Information as published at the time of the violation.
- Bringing personal property into the test area is considered by the NBOME to violate the security of the examination.
- Other behavior as deemed by the NBOME to be unethical or unprofessional.

Candidates are under both proctor and electronic surveillance during the administration of the COMLEX-USA examinations at all test centers.

Candidates must place all personal property in the secure lockers provided at the test centers.

The proctor or testing vendor who suspects Irregular Conduct by a candidate during the administration of the COMLEX-USA Level 1, Level 2-CE, or Level 3 will report that information to the NBOME. Also, candidates who directly observe Irregular Conduct should report such activity to the proctor, the testing vendor or the NBOME.

The NBOME reviews all Irregular Conduct reports and may pursue any and all actions it deems appropriate for or in connection with any Irregular Conduct, including but not limited to any damages or losses incurred by the NBOME, including its reasonable attorneys' fees and costs, caused by the candidate's Irregular Conduct, and injunctive or other equitable relief without bond or other security.

Copying, reproducing, verbally discussing, relaying or recording test items or test content, in addition to violating security, may result in action by the NBOME against the candidate for violation of copyright laws and/or other action by the NBOME allowed by law.

Prior to taking the COMLEX-USA Level 2-PE examinations, candidates must sign a Candidate Agreement, which includes confidentiality obligations, and may be provided with further examples of Irregular Conduct during the orientation. Behavior that may offer an advantage to one candidate over others (e.g., failure to stop writing a SOAP note when the allotted time has ended) may result in disqualification of that item from scoring (i.e., minimum note score).

A candidate who is notified that he or she has engaged in Irregular Conduct or is being investigated for alleged Irregular Conduct will have ten days from the date of such notification

to submit in writing to the NBOME any and all information known or available to the candidate that he or she believes is relevant to the matter. After the period of time provided to the candidate to submit information or evidence, the NBOME will finally determine whether the candidate has engaged in Irregular Conduct and, if so, what action will be taken by the NBOME. Notwithstanding the foregoing, the NBOME may in its sole discretion take any action it deems appropriate prior to the submittal of any information or evidence by the candidate.

Decisions regarding Irregular Conduct are determined solely at the discretion of the NBOME and all such decisions are final.

As a condition of taking any examination of the NBOME, the candidate accepts as final the decision or determination of the NBOME regarding any action taken by the NBOME or its testing vendor in response to any actual or suspected Irregular Conduct of the candidate. By taking the examination the candidate expressly releases the NBOME and testing vendor, and their respective employees, officers, representatives and agents, from any and all claims, losses, causes of action, obligation, attorney fees, expenses or liability whatsoever arising out of or relating to the administration of the examination, reporting any observed or suspected Irregular Conduct, or voiding of the examination or previously reported score, whether or not the NBOME or any of the released parties were negligent in regard to any action taken in response to any actual or suspected Irregular Conduct.

Due to the nature of the process involved in reports of Irregular Conduct of a candidate or investigation of such conduct or any complaint in connection with the administration of a COMLEX-USA examination, an investigation of any actual or suspected Irregular Conduct may delay the release of any score of a candidate. The NBOME will not release a score, if any, while the examination taken by the candidate is under investigation.

Information relating to any Irregular Conduct or behavior of a candidate and any action taken by the NBOME in response to a candidate's Irregular Conduct or behavior may become part of the permanent record of the candidate maintained by the NBOME. The NBOME may in its sole discretion, without notification to or permission of the candidate, release any or all of the candidate's information or action(s) taken by the NBOME relating to the candidate's Irregular Conduct or behavior to any authority, agent of an authority or other persons or legal entities deemed appropriate by the NBOME.

I. Unprofessional Conduct Unrelated to Actual Test Administration

The NBOME deems professionalism to be an important competency of an osteopathic physician, and a candidate must demonstrate professionalism at all times. The NBOME will not tolerate unprofessional conduct on the part of any candidate under any circumstance.

The NBOME has adopted a policy to address unprofessional verbal or physical abuse by conduct, behavior, or word, either written or spoken, in an event or encounter not directly related to the actual test-taking of the candidate.

Behavior or conduct not directly related to the testing experience, and which shall be considered Irregular Conduct, includes but is not limited to the following:

- Use of foul, lewd, improper or culturally insensitive statements in the comment dialog box provided on the CBT examinations.
- Use of foul, lewd, improper or culturally insensitive language in or near a test site.

- Use of foul, lewd, improper or culturally insensitive language, actions, or behavior when addressing the NBOME, an agent or employee of the NBOME or the testing vendor in person, by telephone, by email, or by written contact.
- Violation by the candidate of any of the Terms and Conditions as set out in the NBOME Bulletin of Information as published when the violation occurred or the most recently published Bulletin of Information, whether occurring before or after the administration of a COMLEX-USA examination to the candidate.

When the NBOME or its agents witness any such behavior, conduct or the use of language that is deemed unprofessional, the NBOME at its sole discretion may take any action it deems appropriate, including, but not limited to, the following:

- Record the name of the candidate, nature of the behavior or conduct and the time and conditions under which the behavior or conduct occurred.
- Notate the candidate's record to reflect the unprofessional conduct.
- As part of the quality assurance program, the NBOME may record and store conversations or other documentation that are considered to be unprofessional,
- Record the punitive action, if any, to be taken against a candidate including, but not limited to a period of suspension from test scheduling.
- Seek an opportunity to create a "teaching" and "learning" experience from such encounters of unprofessional conduct, behavior or use of language so as to benefit the candidate including, but not limited to, notification of the dean of the school and/or the DME of the GME program in which the candidate is matriculated or enrolled.

Information relating to any Irregular Conduct of a candidate and any action taken by the NBOME in response to a candidate's Irregular Conduct may become part of the permanent record of the candidate maintained by the NBOME. The NBOME may in its sole discretion without notification to or permission of the candidate release any or all of the candidate's information or action(s) taken by the NBOME relating to the candidate's Irregular Conduct to any authority, agent of an authority or other persons or legal entities deemed appropriate by the NBOME.

J. **Security and Confidentiality**

All examinations, examination materials, answer sheets, grading materials and clinical materials used in the COMLEX-USA examinations or other examinations of the NBOME are the sole property of the NBOME. All examinations of the NBOME are protected by the copyright laws of the United States. Candidates have no right, title or interest in or access to any examination of the NBOME, or to the NBOME's means and methods for test development or its methodology of testing and scoring, or to any data or information relating to any examination of the NBOME. All rights are reserved by the NBOME. Only authorized proctors or other authorized agents or employees of the NBOME shall have custody or control of the examination and the examination materials.

The NBOME is not affiliated with, does not sanction and does not endorse any commercial enterprise that purportedly offers COMLEX-USA test preparation courses or materials. The best preparation for the COMLEX-USA examination series is to carefully review the information about the examinations provided in the NBOME's most recent Bulletin of Information, as well as additional information provided on the NBOME website. For self-assessment purposes, the NBOME also publishes and makes available to candidates its COMSAE practice examination, which is available at www.nbome.org.

Candidates may have access to the examination only while it is being administered and only under the supervision of authorized proctors. Post examination access to, discussion of or review by candidates, or any person on behalf of the candidates, of the examination or examination material is strictly prohibited.

Any discussion or disclosure of any aspect of the test items or the clinical cases or standardized patients either during the examination or after the examination is strictly prohibited. Candidates are obligated not to discuss, disclose, paraphrase, publish or otherwise make known to anyone any test item, information relating to any NBOME examination or other confidential property belonging to the NBOME. Any violation by a candidate of this confidentiality agreement will be considered Irregular Conduct and may result in the non-scoring or voiding of the candidate's score and assignment of a "Fail" score and/or other sanctions that the NBOME may impose in its sole discretion. The NBOME will also be entitled to recover from the candidate all its damages and losses, including reasonable attorneys' fees and costs, caused by any irregular conduct of the candidate. By registering for and taking an examination of the NBOME, the candidate agrees and acknowledges that NBOME may have no adequate remedy at law and in its sole discretion is entitled to injunctive and/or other relief to prevent or limit any disclosure of test items or other confidential property of the NBOME, in addition to its damages or losses, including its reasonable attorneys' fees and costs incurred by the NBOME as a result of any action taken to defend or protect its confidential property.

K. Right to Refuse Examination

The NBOME reserves the right in its sole and absolute discretion to refuse to administer or provide any of its examinations to any person, with or without cause. If the NBOME determines not to provide its examination to any person, and that person has registered or scheduled to take an NBOME examination and paid a registration or other fee, the NBOME shall refund that fee or fees and such person shall have no other recourse against the NBOME.

VII. TRANSCRIPTS

A. Release of Transcripts

If a candidate wants the NBOME to send his or her scores to a third party, the candidate must submit a written request or electronic request via the online registration system with the appropriate fee. The candidate's scores will be provided in the form of an NBOME transcript. No request for a transcript will be taken by telephone.

A candidate's NBOME transcript may include the following:

- Candidate's complete examination and score history of all Parts/Levels taken.
- Candidate's history of any examinations for which no scores were reported.
- Annotation(s) by NBOME, including notation whether the examination was taken under standard (S) or non-standard conditions (NS), and whether any Irregular Conduct (I) occurred, in accordance with NBOME policies.

The NBOME transcript will only reflect the Pass/Fail score for COMLEX-USA Level 2-PE and may include other information deemed pertinent by the NBOME. Numerical scores and percentile rank are not included in a transcript.

Graphical performance profiles for the COMLEX-USA Level 1, Level 2-CE and Level 3 examinations are included on the original Score Report but will not be included in a candidate's transcript.

Except as described in this Bulletin of Information, NBOME scores will not be reported to a candidate or a third party without the candidate's written request and payment of the transcript fee, or as required by law.

The procedure for requesting a transcript is as follows:

- Order the transcript via the online registration system or obtain a transcript request form. The transcript request form will be available upon request to candidateservices@nbome.org.
- Complete all information required by the transcript request form and submit to the NBOME.
- Pay all required fees by Visa/Master/Discover credit card.

B. Processing Time for Transcripts

Transcript requests will be processed in the order of the date received by the NBOME. The normal processing time is 3-5 business days from the receipt date of the request.

All transcripts will be mailed via first class mail unless otherwise arranged.

C. Certified Transcripts

The NBOME participates in both the Electronic Residency Application Service (ERAS) and the Federation Credentials Verification Service (FCVS).

The candidate's certified transcript is the only verification sent by the NBOME to state licensing boards. The processing of a certified transcript for candidates who have passed the COMLEX-USA Level 3 examination will begin no earlier than two weeks after the original release of scores. Certified transcripts will only be sent upon receipt of a written or electronic request from the candidate, and thereafter the normal processing time applies.

If the NBOME determines in its sole discretion that a candidate has committed fraud, deceit, dishonesty, or any other Irregular Conduct, the NBOME may refuse to issue any transcript, or suspend or revoke any transcript previously issued. Any decision of the NBOME to refuse to issue a transcript or to suspend or revoke a transcript is final.