

## COMVEX Bulletin of Information 2025

Effective January 6, 2025

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### Inquiries, Contact Information

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

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.

This COMVEX Bulletin of Information is published on the NBOME website at <u>www.nbome.org</u> and can be downloaded from the NBOME home page.

Candidates may e-mail requests for additional information to clientservices@nbome.org.

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

#### **Contact Information**

Inquiries should be directed to:

### NATIONAL BOARD of OSTEOPATHIC MEDICAL EXAMINERS, INC.

Attn: Client Services 8765 W. Higgins Road, Suite 200 Chicago, IL 60631-4174 | Phone (866) 479-6828 | Fax (773) 714-0606

#### **Client Services**

Toll-free: (866) 479-6828 | Fax: (773) 714-0606 Hours: 8:00 am - 5:00 pm (CT) Monday - Friday

Candidates may email <u>clientservices@nbome.org</u> with general inquiries. Candidates should refer to their NBOME ID number when making inquiries. Registration and scheduling for all COMLEX-USA examinations can be completed online at the client registration system portal account page in accordance with the requirements set out in this Bulletin of Information.

### Corporate Offices and Conference Center

8765 West Higgins Road Suite 200 Chicago, IL 60631

**Executive Offices** 101 West Elm Street Suite 230 Conshohocken, PA 19428

## Introduction

### Purpose

COMVEX (the Comprehensive Osteopathic Medical Variable-Purpose Examination for the United States of America) was developed for osteopathic physicians who hold or have held a valid license to practice osteopathic medicine in the United States. The purpose of COMVEX is to assist state licensing boards by providing an evaluation examination for candidates required or sponsored by a state medical board to demonstrate current medical knowledge under standardized conditions.

COMVEX may only be taken if a state licensing board or other governmental licensing authority (state board) requests that the candidate be given the examination or sponsors the candidate to take the examination.

### **History and Overview**

COMVEX was created by the National Board of Osteopathic Medical Examiners, Inc. (NBOME), and was first administered in 1998. The first computer-based version of this examination was available in September of 2006.

COMVEX focuses on the actual practice patterns of the generalist osteopathic physician. The examination design of COMVEX follows a similar design as used in COMLEX-USA licensure examination series. The examination is structured and coordinated along two dimensions.

**Dimension 1** consists of seven competency domains, which comprise foundational abilities representing the required elements and outcomes that define knowledge, skills, experience, attitudes, values, behaviors, and established professional standards.

**Dimension 2** consists of ten clinical presentation categories, which represent the manner in which a particular patient, group of patients, or community present for osteopathic medical care.

The blueprint for COMVEX is described below under **EXAMINATION CONTENT**.

All test materials associated with COMVEX examinations are copyrighted and are the property of the NBOME. The COMVEX test materials may not be reproduced, distributed, or used in any manner or form without prior express written authorization of the NBOME.

## **Terms & Conditions**

Candidates are legally bound by the following Terms and Conditions:

### 1. Bulletin of Information (BOI)

The candidate shall comply with all the terms, conditions, procedures, and obligations of a candidate as set forth in this BOI, as amended from time to time and published on the NBOME website, <u>www.nbome.org</u>.

### 2. Duty to Maintain Confidentiality

The candidate shall not in any manner whatsoever 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 publicly available on the NBOME website.

### 3. Test Preparation

The candidate shall not in any manner whatsoever contribute to or participate in the development or administration of any test preparation service or enterprise which provides or is seeking to provide preparation for NBOME examinations, either directly or indirectly, for a period of at least eighteen (18) full months, following the latest date any NBOME examination was taken by the candidate. The candidate shall promptly report to the NBOME any solicitation that they may receive, or have knowledge of, for the services of the candidate from any test preparation company or enterprise.

### 4. Duty to Cooperate with Investigations

The candidate shall fully cooperate with any NBOME investigation of actual or alleged irregularities in test administration, candidate behavior, and/or breach of test security or confidentiality. Failure to fully cooperate may result in sanctions, including examination failure, notation of Irregular Conduct, suspension of eligibility, or permanent loss of eligibility to take any NBOME examination.

### 5. Confidential Property

All examinations of the NBOME and its means and methods for test development and methodology for testing and scoring examinations, and all related data and other information, are the sole and confidential property of the NBOME. The 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 the NBOME or the NBOME's testing contractor. The candidate acknowledges that any breach under Sections 2 or 5 of these Terms and Conditions will cause irreparable harm for which damages would not be an adequate remedy, and, therefore, the NBOME will be entitled to injunctive relief with respect thereto in addition to any other remedies available.

### 6. No Warranty; Limitation of Liability

Except as expressly and unambiguously stated in this BOI, the NBOME makes no warranty whatsoever, expressed or implied. Any damage or loss to the candidate, or others claiming for the candidate, alleged to result from the actions of NBOME or any of its employees, officers, directors, or agents is limited to a refund by the NBOME to the candidate of any fee paid by or for the candidate to the NBOME, which refund shall be the sole and exclusive remedy of the candidate or others for any wrong claimed against the NBOME or its employees, officers, directors, or agents. Neither the NBOME nor its employees, officers, directors, or agents shall be liable to the candidate or any other person for any indirect, consequential, punitive, or unforeseeable damages in any event.

### 7. Release for Prior Acts or Omissions

By purchasing a COMVEX examination, the candidate thereby unconditionally releases and discharges the NBOME, its employees, officers, directors and agents (the "Released Parties") from any and all claims, liabilities, damages, or losses whatsoever, known or unknown, that arise out of or are related to any act or omission, including any negligent or other wrongful act or omission, of any or all of the Released Parties, that occurred prior to the date the candidate purchased that examination. Sections 6 and 7 of these Terms and Conditions shall not apply to matters where gross negligence or willful misconduct has been demonstrated, or where the waiver or limitation is prohibited by law.

### 8. Choice of Law

The provisions, terms and conditions of this BOI, including Terms and Conditions accepted by the candidate, shall be governed by and construed only under the laws of the state of Indiana. Any claim by or for the candidate against the NBOME or its employees, officers, directors, or agents, and any claim by the NBOME against the candidate, arising out or relating to any NBOME examination, shall be considered and resolved only under the laws of the state of Indiana (to the exclusion of the laws of any other state, and without regard to the conflict of law provisions or law of any state), or under any applicable federal law.

### 9. Forum Selection, Personal Jurisdiction

The candidate 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. The candidate acknowledges and agrees that the NBOME is incorporated as a nonprofit corporation in the state of Indiana, that NBOME examinations are administered throughout the United States, and that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable, and for any claim, demand, or complaint by the candidate against the NBOME, its employees, officers, directors, or agents to be brought only in a court of competent jurisdiction located in Marion County, Indiana. The candidate expressly agrees and submits to the jurisdiction of courts of competent jurisdiction located in Marion County, Indiana.

### 10. Violation by Candidate

If the candidate violates these Terms and Conditions or other obligations as set forth in the BOI,

the NBOME may in its sole discretion consider such violation to be Irregular Conduct and not score or void the score of the candidate's examination and assign a "fail" score, and/or impose other sanctions, as the NBOME may determine in its sole discretion, in addition to all other remedies available to the NBOME, including injunctive relief, monetary damages, costs, and reasonable attorneys' fees. The candidate also acknowledges and agrees that the NBOME likely will have no adequate remedy at law and is or shall be entitled to injunctive and/or other equitable relief, and shall not be obligated to post any bond, to prevent or limit violation by the candidate of their obligations to the NBOME.

### 11. Attorneys' Fees, Costs

The NBOME has the right to recover from the candidate all attorneys' fees and costs incurred by the NBOME (or others acting on behalf of the NBOME) to enforce the candidate's obligations under the BOI, to recover damages or other losses from the candidate for violation by the candidate of their obligations under the BOI, or to defend any claim made by or for the candidate against the NBOME or its employees, officers, directors, or agents.

### 12. Miscellaneous

The BOI is legally binding upon the candidate, their heirs, estate, successors and assigns, and any person or entity acting for the candidate. No provision, term, or condition may be waived by the NBOME without the express written consent of an authorized officer of the NBOME. If any provision, term, or condition of the BOI is unenforceable for any reason, the remaining provisions, terms, and conditions shall remain in full force and effect, as if the unenforceable provision did not exist.

The candidate acknowledges and agrees that the NBOME may provide certain personal information to (and receive such information from) medical schools and state licensing boards in order to process applications, determine eligibility to take NBOME examinations, and for academic and residency application and matriculation purposes. This includes but is not limited to the provision of NBOME exam scores and results to medical schools or residency programs and the sharing of academic student records and related information by medical schools or residency programs with the NBOME.

### 13. Amendments

The NBOME may in its sole discretion, at any time, without the consent of any candidate, amend the terms, conditions, procedures, and/or obligations of candidates set forth in the BOI, by publishing the amendment on the NBOME website, <u>www.nbome.org</u>; provided any amendment shall not alter any obligations relating to any NBOME examination taken by the candidate prior to publication of the amendment on the NBOME's website

# **COMVEX Eligibility**

Eligibility to take COMVEX requires that the candidate is a graduate of an osteopathic medical school and is or has been previously licensed by a state medical board. Please refer to the website of the Federation of State Medical Boards, <u>www.fsmb.org</u> (State Medical Information - Board Directory), for a listing of all osteopathic and composite boards in the United States and Guam.

For example, COMVEX may be appropriate under any of the following circumstances:

- An osteopathic physician was originally licensed by an examination devoid of osteopathic content and is now applying for a license in a state that requires that an osteopathic physician take an osteopathic examination.
- An osteopathic physician is applying for licensure in a state that imposes a time limit (such as being examined within ten years) and has not been tested by a licensing board or a certifying board within that time.
- An osteopathic physician is requesting reinstatement of a license following an interruption in his or her career.
- A tenured osteopathic physician must demonstrate basic osteopathic medical competence.

**COMVEX is administered only at the request of the state boards.** Interested applicants must contact the appropriate state board directly to begin the application process. After the candidate has obtained the approval of a state board requesting or sponsoring the examination and the name and contact information for that state board, the candidate may download a COMVEX application form from the NBOME website at:

https://www.nbome.org/app/uploads/2024/12/COMVEX-Examination-Application.pdf

### **Rules for Administration**

- A COMVEX examination will not be administered to the same candidate more than once within any 90-day period.
- A COMVEX examination will not be administered to the same candidate more than twice within any 12-month period.
- A candidate may only take the COMVEX examination a maximum of four (4) attempts.

### **Registration & Scheduling**

### How to Register

An eligible candidate must register for the COMVEX examination through the NBOME's Client Services department. After being approved by a state board, a candidate may download an application form from the NBOME website. COMVEX applicants are normally contacted within 10 business days upon receipt of the completed application. Please see the link below for details:

https://www.nbome.org/assessments/comvex/registration-and-scheduling/

### How to Schedule

After submitting the completed COMVEX application and examination fee, the NBOME will contact the candidate to schedule an appointment.

### **Scheduling Confirmation**

After selection of an examination date, the candidate will receive a confirmation email. The confirmation includes a confirmation number for the scheduled examination on the test vendor website and, if needed, rescheduling the examination.

#### **Canceled or Missed Scheduled Examination**

A candidate may cancel and reschedule a scheduled COMVEX examination only in accordance with the following:

<u>Canceling at Least 30 Days before Scheduled Date:</u> A candidate may cancel and/or reschedule a scheduled examination at least 30 days before the scheduled examination without incurring any rescheduling fee to reschedule the examination.

<u>Canceling between 5 and 29 Days before Scheduled Date</u> A candidate may cancel and/or reschedule a scheduled examination within 30 days but more than five days before a scheduled examination and must pay a rescheduling fee of \$85.00 to reschedule the examination.

<u>Canceling Less Than 5 Days before Scheduled Date:</u> A candidate may cancel a scheduled examination within five days before a scheduled examination (but no later than 24 hours in advance of the examination appointment) and must pay a rescheduling fee of \$250.00 to reschedule the examination.

<u>Cancellation within 24 Hours of Examination:</u> If a candidate fails to show at the scheduled time for an examination (or fails to cancel his or her scheduled examination within 24 hours of the scheduled examination), the candidate will forfeit the full examination fee.

The rescheduling fee must be paid when the canceled or missed examination is rescheduled.

### A candidate must contact the NBOME Client Services department to reschedule a canceled

or missed examination no later than 30 days following the administration of the canceled or missed examination. If a candidate chooses not to reschedule the canceled or missed examination or does not act to reschedule that examination prior to 30 days following the canceled or missed examination, all fees paid by or for the candidate for the canceled or missed examination will be forfeited and the full registration fee must be paid to reschedule the canceled or missed examination.

If the candidate reschedules, cancels, or is considered a "No Show" because of circumstances beyond their control and submits a request to the NBOME in writing no later than 30 days following the scheduled/missed administration, the NBOME in its sole discretion may waive and/or refund all or a portion of the rescheduling/cancellation fee. Please contact NBOME Client Services (clientservices@nbome.org) should you have questions.

### **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.

Candidates who have been approved by a state board to take COMVEX and are seeking exam accommodations on the basis of a disability may apply to the NBOME for reasonable accommodations under the ADA. Any candidate requesting an accommodation under the ADA must:

Download the <u>appropriate form and instructions</u> from the NBOME website and carefully review the instructions, and complete the form. Compile and provide credible and objective documentation to substantiate that the candidate is a "person with disability" as defined by the ADA, including the candidate's physical or mental impairment(s), how the impairment(s) substantially limits the candidate's ability to access the examination as is compared with most people in the general population, and why the requested accommodation(s) is necessary and reasonable for the examination to be accessible to the candidate.

Include with the completed application form a personal statement that elaborates or further explains the information requested on the application form.

Submit the completed form and all supporting documentation to the NBOME by email to <u>testacc@nbome.org</u>.

A candidate may not schedule an accommodated examination unless and until the candidate receives written approval of the accommodation from the NBOME. Nonetheless, pending NBOME's consideration of a request for accommodation(s), a candidate may schedule a standard (non-accommodated) examination. However, if an accommodation is later approved by the NBOME, and the candidate has not taken the standard examination, the candidate will need to cancel and schedule a new examination in order to utilize the approved accommodation(s). See "Candidate Rescheduled, Canceled, or Missed Scheduled Examinations."

If an accommodation is approved by the NBOME for a candidate to take the COMVEX examination, the candidate will be informed in writing of the required steps to register for and schedule an accommodated exam.

If the candidate chooses to schedule and takes a standard (non-accommodated) examination while their request for accommodation and any accommodated examination is pending, the candidate's application of an accommodation will be deemed to have been withdrawn and the NBOME will score the standard (non-accommodated) examination and report the candidate's score in the manner set forth herein.

### **Testing Dates/Sites**

COMVEX examinations are delivered at more than 300 test centers located within all 50 states of the United States and Canada. The exact location of test centers and availability of the sites for the test dates can be viewed on the Pearson VUE website, <u>National Board of Osteopathic Medical</u> <u>Examiners (NBOME) // Pearson VUE</u>.

## **Examination Administration**

### **Arrival Time**

On the scheduled examination date, candidates should arrive at the test center at least 30 minutes prior to the start of the examination. Candidates should check their confirmation for accurate start times.

Any candidate who arrives at the designated test center up to 30 minutes after the scheduled start time 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 later than 30 minutes past the scheduled start time will not be permitted to take the examination and shall be considered a "No Show." The candidate must pay all required fees to reschedule the examination.

### Identification

Candidates must bring with them a current (non-expired) government-issued picture ID that bears a signature, such as a driver's license or passport. Candidates should dress comfortably, as the testing may take the full day. Candidates should bring corrective lenses or hearing aids if they are required for test taking.

A candidate whose name is changed by marriage or for some other reason must notify the NBOME at least fourteen (14) calendar days in advance of testing if the candidate is to be tested under the new name. Any candidate presenting an ID that does not match the name in the NBOME portal will not be permitted to take the examination and will be considered a "No Show" for all purposes.

For security purposes, all candidates will be digitally photographed and may be biometrically scanned (such as fingerprint or palm vein) as part of the registration process. This identification will be required to enter and exit the testing room.

### No Outside Information or Access to Personal Items

During the full test session, a candidate will not be permitted access to any information or data (except for information or data provided to the candidate by the NBOME or the test center) and the candidate may not communicate in any manner with anyone outside the test center. Candidates are required to place all personal property, including watches, in the secure lockers provided at the test center. During scheduled break periods, (defined in "Breaks" section below), candidates will be permitted access to their lockers for food, drink, medicine, and other stored items including electronic devices such as cell phones. Candidates may only access personal items, including study materials or electronic devices during scheduled break periods.

Any candidate found with prohibited materials or otherwise in violation of the terms herein may be considered to have committed or contributed to Irregular Conduct regardless of the intent of the candidate.

In such cases the candidate may be removed from the testing area, and a notation of Irregular Conduct may

be made on the examination record. See also "Irregular Conduct" in this BOI.

Due to security regulations, candidates are not permitted to bring any personal property into the testing area relating to the examination. During the check-in process, test center staff will ask candidates to place all such personal property in secure lockers, for which they will be given keys. Items such as calculators, cell phones, pagers, notebooks, reference materials, and DVD and CD players are not permitted in the testing area and should be placed in the secure lockers provided at the center. Candidates will be provided a pen or pencil and scrap paper or a white board. Scrap paper used during the test will be collected and shredded. Under no circumstance may any scrap paper or white board be removed from the testing area.

### **Computer-Based Test/Allotted Time**

COMVEX is a computer-based test (CBT) and consists of 300 items divided into four 75-item sections. The COMVEX examination day lasts approximately eight hours consisting of a brief tutorial, two 3.5 hour-sessions with two 75-item sections each, and 60 minutes of pooled break time to be used as you see fit across three scheduled, yet optional, breaks. Please note that if the entire 60 minutes is used before the end of the examination, any time spent on subsequent breaks will decrease the available remaining examination time.

#### Breaks

During the examination day, breaks are scheduled between each section, and candidates will have 60 minutes of pooled break time to use across the three breaks. Candidates may use as much or as little break time as they need during any of the three breaks, and taking each break is optional. Use of break time does not reduce candidates' available testing time. Please note that if the entire 60 minutes of break time is exhausted before the end of the examination, any additional time spent on subsequent breaks will decrease available remaining examination time.

Session	Time	
MORNING	3.5 hours	Total testing time for sections 1 and 2
Tutorial/instructions – standard	14 minutes	
Section 1: 75 Multiple Choice Question (MCQ) items		
Break #1	Optional, Time deducted from pooled break time	
Section 2: 75 MCQ items		
Break #2	Optional, Time deducted from pooled break time	
AFTERNOON	3.5 hours	Total testing time for sections 3 and 4
Section 3: 75 MCQ items		
Break #3	Optional, Time deducted from pooled break time	

Section 4: 75 MCQ items

## **Examination Content**

The blueprint for COMVEX is the following:

### **Dimension 1**

Торіс	Minimum Percentage
Osteopathic Principles, Practice, and Manipulative Treatment	10%
Osteopathic Patient Care and Procedural Skills	40%
Application of Knowledge for Osteopathic Medical Practice	10%
Practice-Based Learning and Improvement in Osteopathic Medical Practice	8%
Interpersonal and Communication Skills in the Practice of	5%
Osteopathic Medicine	
Professionalism in the Practice of Osteopathic Medicine	7%
Systems-Based Practice in Osteopathic Medicine	7%

### **Dimension 2**

Торіс	Minimum Percentage
Community Health and Patient Presentations Related to Wellness	12%
Human Development, Reproduction, and Sexuality	5%
Endocrine System and Metabolism	5%
Nervous System and Mental Health	10%
Musculoskeletal System	13%
Genitourinary/Renal System and Breasts	5%
Gastrointestinal System and Nutritional Health	10%
Circulatory and Hematologic Systems	10%
Respiratory System	10%
Integumentary System	5%

According to this two-dimensional structure, each test item measures a physician's capability to apply one of the seven competency domains to the context of a specific clinical presentation.

The structural/osteopathic component is integrated within the fabric of the entire examination. Osteopathic principles and practices (OPP) in the examination are considered not only applicable to musculoskeletal problems, but also to human problems in all body systems with various symptoms. Approximately 10-20 percent of the exam is specifically OPP-related, with additional OPP content included within distractors throughout the exam.

## **Examination Conduct/Confidentiality**

Any conduct of a candidate in connection with the administration of a COMVEX examination deemed to be irregular conduct by the NBOME is taken very seriously, and may result in:

- 1. The examination being voided and not scored
- 2. The candidate being prohibited from taking any other examination administered by the **NBOME**, and/or
- 3. Civil or other action taken against the candidate to the fullest extent permitted by law

The candidate must also maintain in strict confidence all test items and other confidential information included in the COMVEX examination, both during and after the administration of the examination. Failure to maintain the confidentiality of the examination may compromise the integrity and security of COMVEX and will be considered Irregular Conduct, subjecting the candidate to appropriate sanctions and/or damages.

Irregular conduct (described in more detail in this BOI) includes any behavior on the part of any candidate whose conduct violates the integrity or security of the examination or who exhibits behavior that is disruptive to the administration of the examination. Verbal or physical abuse of the proctor, any agent of the NBOME, or other candidates; and refusal to provide proper identification or to permit photo documentation for ID verification during the check-in are examples of Irregular Conduct. Candidates must abide by all policies of the NBOME and the testing vendor, and failure to do so may be considered Irregular Conduct.

Candidates may not bring into the testing area any notes, texts, or other items of personal property relating in any manner to the examination or its content. Violation of this prohibition is considered Irregular Conduct. Candidates must place all such personal property in the secure lockers provided at the test centers. Likewise, removing scrap paper or the white board provided by the test center from the testing area would constitute Irregular Conduct. Candidates are also advised that copying, reproducing, discussing, reporting, or recording test items or test content, in addition to being a violation of security that may compromise the integrity of the examination and result in the imposition of sanctions or damage, may result in violation of copyright laws.

Candidates are under both proctor and electronic surveillance during the administration of all NBOME-administered examinations.

Any report of Irregular Conduct will be investigated by the NBOME. Whether Irregular Conduct occurred in a particular situation is to be determined by the NBOME in its sole discretion, and all decisions of the NBOME are final and binding upon the candidate and the requesting or sponsoring state board.

## **Irregular or Unprofessional Conduct**

If the NBOME determines in its sole discretion that a candidate committed or contributed to any Irregular Conduct in connection with the application, registration or taking of an examination, the NBOME may in its sole discretion take one or more of the following actions:

- Void the candidate's examination and score or not score any examination.
- Deem the candidate to have failed the examination and enter a "fail" score on the candidate's examination record and NBOME transcript.
- Annotate the candidate's examination record and NBOME transcript for the examination as "Irregular Conduct." For instances where the conduct is deemed less severe, the NBOME has the discretion to annotate the candidate's examination record, ERAS transcript, and NBOME transcript with "Other" to document this conduct.
- Suspend, revoke, or refuse to provide any score report or NBOME transcript to a candidate or any third party. Deny any application by the candidate to take any NBOME examination.
- Report the incident to any licensure board or state or national jurisdiction, agency or authority.
- And/or take any other action the NBOME in its sole discretion deems appropriate.

The candidate shall fully cooperate with any NBOME investigation of any possible irregularities in examination administration, candidate behavior, breach of test security, or confidentiality. Failure to fully cooperate can result in sanctions, including examination failure, notation of Irregular Conduct, suspension of eligibility, or permanent loss of eligibility to take a future NBOME examination.

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 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 identification or permit photo documentation or other identification for verification at any time.
- Disrupting another candidate or candidates.
- At any time (i.e., before, during, or after any examination) verbally or physically harming or threatening to harm the test center professional staff, other examinees, test center employees, or NBOME personnel, representatives or agents, during telephone and inperson encounters regarding scheduling, scores, or score reporting.
- Communication or attempts to communicate with others during the examination other than authorized test center professional staff.
- Removal of or attempts to remove any test material, scrap paper, or white board from the assigned test area.
- Damage to property.
- Non-compliance with test center rules and regulations and security requirements, including operating test center equipment without reasonable care.
- Providing or receiving unauthorized information about the content of an examination.
- · Communication or attempts to communicate about or otherwise share the content,

format, or specific test items with another candidate or with any outside source or party (including use of cell phones, 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, notes, or other material that could assist the candidate in taking the examination.
- Providing false admittance information or altering or misrepresenting information in applications, score reports, transcripts, or certificates.
- Providing false or forged identification upon presentation for testing at a test center.
- 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 (BOI) 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. The use of foul, lewd, improper, or culturally insensitive statements or behavior toward test center employees, other examinees, NBOME personnel, representatives or agents, including during email, telephone and in-person
- Other behavior as deemed by the NBOME to be unethical or unprofessional.

**NOTE:** Candidates are under both proctor and electronic surveillance during administration of the examinations at all test centers.

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.

A candidate who is notified that they have, or is believed to have been, engaged in Irregular Conduct, or is being investigated for alleged Irregular Conduct, will have ten (10) calendar days from the date of such notification to submit in writing, including email, and be received by the NBOME, a personal statement signed by the candidate of their position on the claimed or possible Irregular Conduct, and any and all information known or available to the candidate that they believe is relevant to the matter. After receipt of the candidate's statement and any information, the NBOME will determine whether the candidate has engaged in Irregular Conduct and, if so, what action the NBOME will take. Decisions regarding Irregular Conduct are determined solely at the discretion of the NBOME and all such decisions of the NBOME are final.

## **Adverse Testing Conditions**

During an examination administration, some events may arise which may be considered to be an Adverse Testing Condition ("Adverse Testing Condition" or "ATC"). An ATC is a situation that occurs during an examination administration that the NBOME determines, in its sole discretion, is outside the control of the candidate and significantly interrupts the normal administration of the examination and substantially affects the candidate's performance on the examination.

Examples include extensive delayed start of an examination, repeated test interruptions, significant or repeated equipment/technical malfunctions, and/or disruptive test center environment. However, candidates should be aware that there is a brief transition time between examination items. This transition time is normal and does not constitute an Adverse Testing Condition.

If a candidate feels an ATC has occurred during the examination, the candidate must:

- a. Promptly report any interruption of the examination to the test center staff on the day of the examination, **AND**
- b. Directly provide to the NBOME, via email to <u>clientservices@nbome.org</u>, credible and verifiable written evidence of the incident within ten (10) calendar days following the date of the examination. Please reference "Adverse Testing Condition" in the subject line of your email.

The NBOME will initiate a review and communicate with the candidate. The NBOME will place the scoring process "on hold" until the NBOME has completed its review of the matter. After completing the review, the NBOME in its sole discretion will determine whether to proceed with scoring or not scoring the examination and may offer the candidate the opportunity to retake the examination in part or in its entirety.

If the candidate fails to notify both the test center staff and the NBOME of any claimed ATC within ten (10) calendar days after the completion of the exam, the candidate thereby waives any claim or right to any recourse they have against the NBOME, the test center or their employees, agents, or representatives arising out of or relating to that claimed ATC.

## **Score/Status Reporting**

COMVEX scores are released to the requesting state board and the candidate approximately fifteen (15) business days following the examination administration. The NBOME will report whether the candidate passed or failed COMVEX based upon a minimum passing score set by the NBOME. A candidate profile graphically depicting the candidate's performance will also be supplied with the COMVEX results. A passing score on COMVEX alone will not ensure a candidate will be licensed as licensure decisions are made independently by state boards based on various requirements set by each board.