# American Board of Podiatric Medicine Policy Manual

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## 1. Introduction

### 1.1. Policy Authority

In accordance with the Bylaws, Article VII, Section 1, of The American Board of Podiatric Medicine, the Board of Directors (BOD) has approved this document to enable the membership, elected and appointed officials and other organizations that have relationships with the American Board of Podiatric Medicine to understand the policies under which the organization operates.

### 1.2. Terms and Definitions

Throughout these policies, use of the terms "Member", "Diplomate", “Diplomate Member” refers to individuals within the members' organization. The designations "Board" and “ABPM” refer to the American Board of Podiatric Medicine, which is the specialty Board recognized by the Council on Podiatric Medical Education (CPME)’s Specialty Board Recognition Committee (SBRC) to certify in the specialty area of Podiatric Orthopedics and Primary Podiatric Medicine. The term "Board of Directors" (BOD) refers to the governing body of the ABPM.

### 1.3. Parliamentary Authority

The deliberations of the BOD and committees shall be governed by the parliamentary rules and usages contained in the current edition of Robert’s Rules of Order, Newly Revised when not in conflict with the Bylaws of the Board.

### 1.4. Discrimination

The Board shall assure that its activities are undertaken without discrimination towards race, color, age, religion, creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation or gender.

### 1.5. Disabled Access

The Board shall make reasonable efforts to schedule facilities for all meetings and/or examinations that are accessible to disabled participants.

## 2. Goal of the ABPM

To protect the health and welfare of the public through an ongoing process of evaluation and certification of the competence of podiatric physicians in the specialty of Podiatric Medicine.

## 3. Objectives of the ABPM

3.1. To create evaluations that are free of bias, are valid and reliable, and in accord with accepted psychometric principles and practices; that are created and tested by Diplomates who are geographically well represented and reflect a variety of practice settings within the specialty of Podiatric Orthopedics and Primary Podiatric Medicine.

3.2. To establish and enforce standards relating to the advertisement of Board Eligibility, Certification, and Certificates of Added Qualification (CAQ) status by members.

3.3. To provide information regarding criteria for Board Eligibility, Certification, and Certificates of Added Qualification (CAQ) to hospitals, health care organizations and other relevant groups deemed appropriate by the Board.

3.4. To make available a list of Diplomate members to the healthcare industry, podiatric medical community, and the general public.

3.5. To facilitate affiliations with organizations that provide clinical content relevant to the specialty.

3.6. To collaborate with the Council on Podiatric Medical Education (CPME), when appropriate, in the development of standards and requirements for the evaluation and enhancement of postgraduate education programs.

3.7. To provide representation to the relevant committees of the American Podiatric Medical Association (APMA) and other organizations as deemed appropriate by the Board.

**4. Legal Counsel**

The Board shall retain legal counsel. All requests from staff and from the BOD for legal assistance shall be referred to the Executive Director for coordination and disposition. The Executive Director shall consult with the President and/or the BOD before engaging legal counsel as needed. Communications received by the ABPM or BOD from governmental bodies, notices of suit, subpoenas or any other similar legal communications must be brought to the immediate attention of the Executive and the BOD. All responses will be generated by the Executive Director in consultation with legal counsel where appropriate.

**5. Headquarters' Management**

The management of Headquarters may be undertaken by a third party decided upon by a majority vote of the BOD and retained under the direction of the Executive Director.

**6. Diplomate Member Assistance**

6.1. The Board may assist the members in certain circumstances where the ABPM credential appears to be discriminated against or is otherwise not accepted by third party payers, managed care organizations, hospitals, or other health care organizations. While Board support or assistance may not be appropriate or possible in all such circumstances, funds may be allocated for the purpose of providing travel expenses and other appropriate reimbursements to individuals that the Board authorizes to assist members for these purposes. These funds may be used at the discretion of the BOD.

6.2. The Diplomate member must agree to adhere to the good faith requirements of the ABPM, which may be modified from time to time in its sole discretion.

**7. Executive Director**

7.1. Job Description

As per the ABPM Bylaws, the BOD may appoint an Executive Director to serve as the Chief Executive and Operating Officer of the Board and shall determine the terms and duties of such appointment. The Executive Director's responsibilities include, but are not limited to, the following:

7.1.3. Serves as an ex-officio member of the BOD and all committees of the Board without the right to vote.

7.1.4. Works with BOD to establish and carry out current and long-range goals, objectives, strategies, and operations, subject to approval of the BOD.

7.1.5. Reviews overall operations of the ABPM and analyzes the results as compared to objectives.

7.1.6. Takes steps to ensure that appropriate measures are developed to correct unsatisfactory results.

7.1.7. Advises BOD to ensure that operations are being executed in accordance with organization policy.

7.1.8. Works with the Bylaws and Policy Committee to modify or establish policy, as required to carry out Board business.

7.1.9. Maintains an effective system of communication with the BOD, Board committees and Diplomate Membership, directly or through Headquarters staff.

7.1.10. Provides advice, guidance, and direction for the implementation of major plans, standards, and procedures, consistent with established policies and BOD approval.

7.1.11. Plans, coordinates, and oversees the daily operation of the ABPM directly and as delegated to Headquarters staff.

7.1.12. Oversees the adequacy and soundness of the organization's financial structure with the concurrence of the Budget Committee, subject to approval of the BOD; reviews activity reports and financial statements to determine progress and status in attaining objectives.

7.1.13. Plans and directs all investigations and negotiations pertaining to mergers, joint ventures, modification of investment portfolio assets, with the approval of the BOD.

7.1.14. Represents the ABPM with members, examination candidates, the professional community, and the public.

7.1.15. Monitors public relations projects designed to improve ABPM image and relations with members, candidates, employees, and the public.

7.1.16. Oversees dates of BOD and committee meetings; oversees contacts with hotels where meetings are held.

7.1.17. Collaborates with President and Office Manager in preparing the agenda for BOD Meetings and conference calls, and proofs meeting minutes.

7.1.18. Oversees administration of all aspects of the CC process.

7.1.19. Collaborates with the management company for hiring all support staff for the management of ABPM.

7.1.20. Prepares required reports for the Council on Podiatric Medical Education (CPME) and reports as requested by the BOD or Board committees.

7.1.21. Attends or directs representation at national, regional, liaison and committee meetings as directed by the BOD including, but not limited to: APMA Board of Trustees, APMA House of Delegates (HOD), Specialty Board Recognition Committee (SBRC); Residency Review Committee (RRC), Collaborative Residency Evaluator Committee (CREC), and Council on Podiatric Medical Education (CPME).

7.1.22. Oversees administrative activities for the examinations.

7.1.23. Prepares activity report consistent with contractual duties and reports to the BOD monthly in summary bulleted listing.

7.1.24. Communicates with government and legal entities for maintenance of corporate trademark, name, logo, and annual report.

7.1.25. Ensures that Directors and Officers (D&O), Executives and Officers (E&O) and other insurance policies are current and provide sufficient coverage for the activities of the BOD, committees, and Headquarters.

7.2. Performance Monitors

7.2.3. Activity reports to the BOD as required.

7.2.4. Planning, coordination and execution of goals and objectives.

7.2.5. Effective communication with BOD, committees, and members.

7.2.6. Administration of meeting, examinations, and Headquarters.

7.2.7. Timeliness of reporting to outside agencies (e.g. CPME, SBRC, state and government).

**8. Conflict of Interest**

The "Conflict-of-Interest" policy has been developed to ensure that individuals who act on behalf of the Board are motivated by its best interests and act in furtherance of its mission. Where real or potential conflicts arise, they should be disclosed and dealt with in good faith.

Such situations include, but are not limited to the following:

8.1. Persons nominated or appointed to positions of responsibility within the Board shall represent and warrant that they have no actual or potential conflict of interest, whether professional, financial, or otherwise, with the Board's goal and mission.

8.2. Persons holding positions of responsibility within the Board shall promptly disclose to the BOD any interests, relationships, transactions, or other matters that arise with the potential to create a conflict of interest.

8.3. A "Non-Disclosure Agreement", "Conflict-of-Interest" Statement, and acknowledgement of understanding the current bylaws and policies will be signed by all BOD and Committee members.

8.4. When a potential conflict-of-interest is disclosed, the BOD shall determine if it is material to the involved individual's ability to serve.

8.5. If the BOD determines that an actual or potential conflict is material, it may take one of the following actions:

a. Require that the involved individual(s) decline any nomination or appointment, or resign from any position(s) to which the conflict is judged material; or,
b. recommend such person(s) to recuse him or herself from participating in the situation(s) or decision-making process(es) to which the conflict is judged material.

**9. Order of Business for the Annual Meeting of Members**

The President will determine the order of business for annual meetings.
The following is a guideline for the appropriate order of business:

1) Call to order by the President
2) Roll call of Directors
3) President's report
4) Officers and Directors report(s)
5) Committee reports
6) Executive Director's report
7) Q & A

**10. Order of Business for the Meeting of Directors**

The President will determine the order of business for the meeting of Directors.
The following is a guideline for the appropriate order of business:

1) Call to order by the President
2) Roll Call of the Directors
3) Adoption of prior meeting's minutes
4) Review the Agenda
5) President's Report
6) Committee and Liaison Reports
7) Executive Director's report
8) Old Business
9) New Business

An Executive Session may be called at any time at the prerogative of the President.

**11. Relationships with Other Organizations**

11.1. The Board engages in activities with other organizations in a liaison capacity or as a component organization of the larger group. In carrying out this function, the Board will designate individuals to represent the Board's views and positions, in specific areas or in a more global context.

11.2. Such representation may range from making presentations on the Board's behalf to making position statements to voting in the Board's name. Such individuals must be designated by the President and shall report in writing all actions taken in the Board's name. Commitment of the Board to specific policies, courses of actions, or expenditure of resources must be ratified by the BOD before becoming binding.

11.3. **Liaison Representatives**

a. AAWP
b. CREC
c. PodRR
d. APMA BOT
e. Council for Teaching Hospitals (COTH)
f. APMA Foundation for Podiatric Medicine
g. APMSA BOT
h. Residency Resource Committee (RRC)
i. American Society of Podiatric Executives (ASPE)
j. The Podiatry Company (TPC)
k. International Federation of Podiatrists (FIP)

## 12. Use of the ABPM Directory and Website

12.1. The ABPM directory and website or any portion thereof may be made available to a person, business, or organization for purposes of solicitation, dissemination of information, etc. when in doing so it would be beneficial to the Board's membership. A member's information will not be available for such purposes unless the member informs the ABPM in writing to the contrary (i.e. opt in).

12.2. The information is also available at the ABPM website to those who search the ABPM directory using a specific member's name. Information provided to third parties under this section may not be used for any purpose other than that which has been authorized. A copy of the correspondence requesting the directory will be maintained at Headquarters. An appropriate fee may be charged for access to directory information.

## 13. Reporting Certification Status

ABPM will report through the verification section titled “Verifications, Health Plans & Other Organizations” on the ABPM website the date of when the Diplomate first acquired certification, CC status, recertification end date, as well as CAQ information. Such information will be conveyed in writing upon written request from interested third parties.

## 14. ABPM Confidentiality Policy

14.1. Diplomate Information

The ABPM considers the certification status of its Diplomates to be public information and reserves the right to convey such information to interested parties. The ABPM reserves the right to publish aggregate data concerning examination performance and other assessments within its purview. The ABPM will not identify specific individuals, hospitals, or other entities. The confidentiality of any patient information will always be respected, and the ABPM will act in accord with Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.

14.2. Records

Any member, or member’s agent acting on the written request of said member, may inspect the following records for any proper purpose at any reasonable time through mutually convenient prior arrangement: Committee Schedules, Financial Records, General Correspondence, Meeting Minutes, Promotional Materials. The Policy Manual, Bylaws and Membership Directory are posted on the ABPM web site.

14.3. Communications

14.3.3. Board Communications

All Board related electronic communications should include the Confidentiality Notice. See "Confidentiality Notice Appendix".

14.3.4. Security of Board Documents

Policy regarding security of electronic files and Internet-housed documents and files is specified in a separate document entitled "Cyber Security". See "Cyber Security Part1" Appendix and "Cyber Security Part 2" Appendix.

14.3.5. Emergency Plan for Sentinel Event

Policy and procedure related to a sentinel event that may affect the function of Board Headquarters is specified in a separate document entitled "Emergency Policies and Procedures". See "Emergency Policies and Procedures" Appendix.

**15. Financial Policies**

The general investment goal of the American Board of Podiatric Medicine (ABPM) is to achieve a long-term rate of return that will:

15.1. Allow it to satisfy any distribution requirements, meet current expenses and offset the impact of inflation.

15.2. Assets shall be invested in accordance with sound investment practices that emphasize long-term investment fundamentals.

15.3. Portfolio assets will be invested with the care, skill, prudence, and diligence such that a prudent investor acting in like capacity and familiar with such matters would use in the investment of a like fund.

15.4. Investments shall be diversified to minimize the risk of large losses. To accomplish these goals, the BOD may choose to employ one or more investment managers or advisors.

15.5. The portfolio, including its composition and overall performance, will be reviewed no less than annually by the Board and any investment advisors employed by the Board to assist with such matters.

15.6. See "Investment Parameters" Appendix

**16. Financial Authority**

16.1. Fiscal Year

The fiscal year shall run from January 1 through December 31. All membership-related assessments, such as annual membership fees, examination fees and special assessments will be on an annual basis. All revenues from other sources will be reconciled using the "Cash Basis" accounting method.

16.2. Annual Budget Process

The Executive Director and the Budget Committee will work together to develop an annual budget for presentation to the BOD for approval. The budget will be structured to allow fiscally responsible management and, when possible, growth of Board funds. If in advance of, or during, the course of the fiscal year a negative budget variance occurs the Executive Director and Treasurer will advise the BOD and a revised budget shall be developed and approved. In addition, the Board will maintain adequate reserve funds to ensure against unforeseen circumstances. Following budget approval by the Budget Committee and adoption by the BOD, the Board may not spend funds in excess of budgeted amounts without approval by the BOD.

16.3. Payment Authorizations

The signatories on Board checking accounts shall be the Executive Director, Treasurer and President or other authorized designee of the Board. Payments in the amount of $5,000.00 or less may be signed by any signatory; Payments for items outside of the previously approved budget in excess of $5,000.00 require only one (1) signature but must have prior approval by second signatory.

16.4. Revolving Credit Authorizations

The signatories on Board credit cards shall be the Executive Director, President and Treasurer, or any designee assigned by the Executive Director. The Executive Director or designee review the revolving monthly credit card statement, with staff as required, and indicate proper allocation of expenses.

16.5. Contractual Agreements

Consistent with Article X, section 1 of the ABPM Bylaws, the Executive Director shall have the authority to execute and authorize contracts and purchases on behalf of the Board as approved or directed by the BOD. Existing contracts should be periodically reviewed for the purpose of cost evaluation. Services provided without written contracts will also fall under this guideline. In carrying out this license for any new vendors, requests for proposals (RFPs) will be sent out to a minimum of 3 vendors, when possible, for any service or product that will exceed $7,500 in cost. Should one vendor be selected over another, that exceeds the lowest bid price by more than 25%, then that recommendation must be forwarded to the Treasurer for review prior to the completion of the contract or service agreement. Copies of all contracts or agreements executed on behalf of the Board will be made available to the BOD on the Board's website or upon request.

16.6. Independent Audits and Operational Reviews

The Board has a fiscal responsibility to collect, maintain and spend its funds in a prudent fashion. Prudent stewardship requires establishing sound internal financial review procedures to accomplish this objective. The Board will obtain an operational review of its fiscal activities by a licensed Certified Public Accountant (CPA) as specified in the Council on Podiatric Medical Education (CPME) documents. The Board shall also obtain an independent audit by an outside Certified Public Accountant (CPA) no less frequently than every third year.

16.7. Examination Fees

The Board of Directors shall determine the amount of all fees for the examinations. These fees must be paid in full upon completion of the application in the examination process. See the "Fees "Appendix" and/or website at www.PodiatryBoard.org.

**17. Expense Reimbursement Guidelines**

17.1. General Policy

17.1.3. Consistent standards and guidelines for reimbursement of expenses exist related to business conducted on behalf of the Board. The following is a guide, both for those authorized to approve expense statements, and for those seeking reimbursement.

17.1.4. No expenditure by an individual shall be reimbursed in any case where the direct disbursement by the Board of that item would not be permissible under other policies, as a matter of law, or IRS regulations.

17.1.5. Individuals are expected to utilize their best judgement where travel can be accomplished on the same day of a meeting (i.e. a morning flight for meetings beginning at noon or later, and an evening flight for meetings ending at 5pm or earlier).

17.2. **Travel Day Per Diem**

17.2.1. If face-to-face meetings do not occur on the day of travel to attend or depart a meeting, a Per Diem in the amount of $200.00 will be authorized. If meetings do occur on the same day and a meeting Per Diem is issued, a Travel Day Per Diem will not be issued.

17.2.2. There is no Travel Day Per Diem for virtual meetings.

17.2.3. Individuals receiving a stipend are not eligible to receive Travel Day Per Diem for meetings related to the tasks associated with their stipend.

17.3. Meeting(s) and Conference Call(s) Per Diem

17.3.1. For any **scheduled** face-to face or virtual meeting, the **Meeting Per Diem** reimbursement for time shall be expensed as outline in the table below:

| Meeting(s) Duration(s) | Per Diem |
|---|---|
| 0-1:59 hours | $200 |
| 2-2:59 hours | $300 |
| 3-3:59 hours | $400 |
| 4+ hours | $500 |

17.3.2. Face-to-face meetings can only be attended virtually with permission of Committee Chair and or ABPM President. Committee members and ABPM BOD shall be paid as outlined above for meetings days only and no travel days will be issued when the virtual exception offered.

17.3.3. Individuals receiving a stipend are not eligible to receive Meeting Per Diem for meetings related to the tasks associated with their stipend.

17.4. All-Inclusive Resorts/Cruises

17.4.1. All meetings at All-inclusive Resort/Cruises must of prior approval of the Board.

17.4.2. If meetings are held on an All-inclusive/Cruise that exceeds the duration of a meeting day(s), the Board may elect to cover the costs when prior-approval is sought.

17.4.3. Committee members and ABPM BOD shall be paid a Per Diem as outlined in table above for meeting days **only**. Per Diem is only earned for time spent in the meeting, not total time spent on a cruise or at a resort. Additional days at a resort or on a cruise when no meeting is held does not earn a Per Diem.

17.5. Coordination of Expenses

17.5.1. The Board will reimburse the individual for the amount expended for Board business only. Individuals who elect to stay beyond the requisite time for Board business are personally responsible for those associated additional costs. Should the individual elect to include a guest for a Board event or all-inclusive meeting, the individual will to request prior approval and the individual with be responsible for the associated costs. Headquarters will advise the individual of the portion required.

17.5.2. Committee Chairs and Sub-Chairs are responsible for taking attendance at meetings. A finalized list of attendees and meeting duration should be submitted to Headquarters Accounting department for expense processing.

17.5.3. Individual expense reports will be submitted for face-to-face meetings.

17.5.4. Committee expense reports will be submitted for virtual meetings by the Committee Chairs and Sub-Chairs. The Committee Chairs and Sub-Chairs are expected to ensure attendance and should require a cameras-turned-on policy.

17.6. Ground Transportation and Parking.

17.6.1. Individuals are expected to utilize their best judgment in arranging for cost-effective and reasonable ground transportation. The use of rental cars is acceptable if it benefits the Board.

17.6.2. The use of personal vehicles will be reimbursed at the current IRS rate for transportation to and from points of departure, i.e. airports, train stations, etc. Should the individual choose to drive to the event, mileage, and/or ancillary costs (e.g. tolls, fuel, parking, etc.) will also be reimbursed up to a maximum of $1000 without prior approval by the Executive Director.

17.6.3. Ground transportation is reimbursed separate of Stipends and Per Diems.

17.7. Airfare

17.7.1. Individuals are expected to utilize their best judgment in booking air travel sufficiently in advance to secure a favorable fare. The Board will reimburse only coach airfare up to a maximum of $1000 without prior approval by the Executive Director.

17.7.2. The Board recognizes that unforeseen circumstances may force an individual to change their travel plans on short notice, resulting in a change fee. In such circumstance, the individual is expected to document the reason for the increased expense and notify their Committee Chair and the Board for considerations for approval of reimbursement.

17.7.3. Any fees generated for the convenience of the traveler such as, but not limited to, seat upgrades, in-flight entertainment and airport lounges will be at the expense of the traveler.

17.7.4. Airfare is reimbursed separate of Stipends and Per Diems.

17.8. Hotel Room

17.8.1. Lodging is typically pre-arranged by Headquarters' staff for ABPM-specific travel. The Board is aware that individuals may be covered concurrently by other entities for work performed at conferences in which multiple groups are meeting. In such circumstance, a coordination of compensation is required. Individuals should advise Headquarters staff in advance of their multiple involvements so that appropriate reimbursement for ABPM related expenses can be made.

17.8.2. Aside from hotel booking by Headquarters, individuals who choose to pay room and tax on their personal credit card to take advantage of travel incentives may do so. They will be eligible for reimbursement at the standard group room rate.

17.8.3. When commuting from home to and from a meeting no allowance for lodging is made If however, individuals agree to house other meeting attendee(s) during the course of a given meeting, they are entitled to $100 per night per person lodged. In such circumstance, the Expense Report should include an explanation confirming the committee member(s) involved, and the amount under section 10 (miscellaneous expenditure).

17.8.4. Hotel stays are reimbursed separate of Stipends and Per Diems.

17.9. Meals and Incidentals

Meals and incidentals outside of group functions are included in the Board's daily Per Diem rate and are not separately reimbursed, with exception of the President.

17.10. Invited Guest(s) Reimbursable Expenses

At the discretion and prior approval of the BOD or committee Chair(s), guests may be invited to functions at the expense of the Board when these guests supplement to purpose of the meetings. Spouses and significant others not otherwise approved may attend at the expense of the member.

17.11. Miscellaneous Expenses

Miscellaneous/other expenses incurred as a result of authorized travel on behalf of the Board will be reimbursed where deemed appropriate by the Executive Director. If necessary, questionable expense item(s) will be referred to the Treasurer and President for final determination.

17.12. Accounting for Expenses

Request for reimbursement of approved expenses incurred shall be made on the Board's "Expense Report", or a pre-approved electronic form with adequate detail. Expense reports must be submitted within thirty (30) days of the event attended. Receipts must accompany expense reports. Expense reports received more than thirty (30) days following the event are subject to denial of reimbursement.

**18. Membership Policies**

18.2. Membership Classes and Categories

18.2.1. Board Eligible

18.2.1.1. Has successfully completed a training approved by the Council on Podiatric

Medical Education (CPME). (from 2012 onward).

18.2.1.2. Maintains in good standing an active license to practice podiatry issued by at least one appropriate medical Board and/or governmental agency in which the Board Eligible individual has a license

18.2.1.3. Successfully completed the requirements for Board Eligibility.

**18.2.2.** Board Qualified **(Historical)**

18.2.2.1. Has successfully completed a Residency program approved by the Council on Podiatric Medical Education (CPME).

18.2.2.2. Has passed the Qualification Examination. Board Qualified status is granted for a period up to five (5) years with a possible 5-year extension, after which the candidate will no longer be permitted to complete the examination process.

18.2.2.3. Maintains in good standing an active license to practice podiatry issued by at least one appropriate medical Board and/or governmental agency in which the Board Qualified individual has a license.

**18.2.2.4. Board Qualified status can no longer be achieved after 2019.**

18.2.3. Active Diplomate

18.2.3.1. There are four (4) categories of Active Diplomates:

I Regular:

18.2.3.1.1. A Diplomate who does not otherwise meet the definition of Founder or Emeritus Has successfully completed a residency program approved by the Council on Podiatric Medical Education (CPME).

18.2.3.1.2. Maintains in good standing an active license to practice podiatry issued by at least one appropriate medical Board and/or governmental agency in which the Diplomate has a license.

18.2.3.1.3. Successfully completed the requirements of the Board Certification process.

II Emeritus:

- An active member in good standing for 25 consecutive years.
- Those who have achieved Emeritus status prior to 2007 are considered “Lifetime” Emeritus Members and are no longer required to pay dues precedential. Diplomates will be verified as an active Diplomate.
- Those who have achieved Emeritus status post 2007 are required to pay dues at half-price and must recredential every ten (10) years.

III Founder:

- A Diplomate of the Founders Groups of the following organizations, as specified in the original petitions for recognition by the Council on Podiatric Medical Education (CPME): American Board of Podiatric Orthopedics, American Board of Primary Podiatric Medicine, or Association of Residency Directors of Primary Podiatric Medicine.

IV Honorary:

- The status of Honorary Diplomate may be granted to an individual who does not otherwise meet the certification requirements upon the affirmative vote of two-thirds majority of eligible voting Directors.
- An honorary title for an individual who has made a noteworthy achievement in podiatry or sustained noteworthy contributions to the Board.
- An Honorary Diplomate shall not hold any rights or privileges of Active Diplomates, except that they may attend the Annual Meeting of Members as a non-voting guest of the Board.
- Honorary Diplomates shall be a lifetime certificate unless revoked according to the same manner in which it was awarded.
- They shall not be required to pay certification or annual fees. An Honorary Diplomate may use the post-nominal DABPM (Hon. Causa) and must not misrepresent the status as a duly-issued certification.

18.2.4. Inactive Diplomate

18.2.4.1 A Member that is retired, disabled or no longer deriving income from the field of podiatry. The Diplomate must provide appropriate verification of retirement or disability to the Board for their review and approval following the rules of retirement or life membership qualification of the American Podiatric Medical Association APMA).

18.2.4.1. Disabled as defined herein means that the member can adequately document annually, a medical disability that precludes their ability to temporarily practice the profession of podiatry for a period not to exceed one year.

18.2.4.2. To be removed from “inactive status”, Diplomates must provide verification of employment or activity.

18.2.5. Retired

18.2.5.1. A Diplomate that is retired and no longer deriving income in the field of podiatry.

18.2.5.2. The Diplomate must provide appropriate verification of retirement to the Board of Directors for their review and approval following the rules of retirement or life membership qualification of the American Podiatric Medical Association (APMA).

18.2.5.3. Diplomates will be verified as a Retired Diplomate.

18.2.6. Suspended Diplomate

18.2.6.1. A Member that fails to pay annual membership fees (Dues and/or Continuing Certification (CC) as described elsewhere in the ABPM Policy Manual.

18.2.6.2. Diplomates to be put on probation if the CC assessment is not completed by November 1st (November 30th for the 2026 assessment cycle); if assessment not completed by April 1st the following calendar year diplomates will be revoked.

18.2.6.3. Members may be returned to active status after payment of the annual membership fees and late fees provided that such payment is postmarked or otherwise made within 30days of being notified that their dues are in arrears (i.e., after the second notice). If payment is not received within this time frame, a final notice will be sent by certified mail to the last address on record with Board Headquarters.

18.2.6.4. A Member that fails to adhere to re-credentialing requirements. The Board will convey information regarding members' classification, including suspension, to credentialing bodies requesting such verification.

18.2.6.5. Members remain on suspended status until they are either successfully re-credential or exhaust all applicable extensions granted by the Board.

18.2.6.6. A member that fails to report evidence of cognitive expertise on their Continuing Certification (CC) dashboard after two (2) consecutive years within the 10-year CC cycle. Members may be returned to active status after fulfillment of the annual CC requirements, in addition to fulfillment of the requirements from the prior year that were not reported. If these requirements are not fulfilled within (3) three months of the member's notification, a final notice will be sent by certified mail to the last address on record with Board Headquarters, and the member's Diplomate status may be revoked.

18.2.7. Revoked Diplomate

A Revoked Diplomate is a member that:

I fails to pay the annual membership fees plus any late fee by the date indicated on the final notice, or
II is convicted of an offense which causes the member's license to practice podiatry to be revoked in any state, or
III failed to complete the Continuing Certification requirements.

18.3. Hearing

a. Any of the following actions against a Diplomate's medical license may be cause for loss of diplomate status:

I Involuntary suspension by any appropriate medical board and/or governmental agency.
II Revocation by any appropriate medical board and/or governmental agency; or
III voluntary suspension due to negotiated settlement with any appropriate medical Board and/or governmental agency for a violation of a statute or accepted medical standards.
IV Fails to adhere to the requirements for re-evaluation as set forth in the "Re-evaluation of

Diplomates" section of this document.

V Misrepresents facts, or evidence of providing false information, in connection with the application for certification or other related documents.

VI Fails to adhere to the advertising guidelines as outlined in these policies. fails to adhere to the Code of Ethics as adopted by the Board of Directors.

b. The Certificate is the property of ABPM and will be relinquished upon revocation.

c. Prior to revocation of a member's classification under items D, E and F, the member shall receive written notice of the issues resulting in this action. The member shall be entitled to a hearing before the BOD and may be represented by counsel. Thirty (30) days written notice of the hearing shall be given to the individual by registered or certified mail to their last known address. The hearing shall be held at the meeting of the BOD, or at a special meeting called for that purpose. The decision of the BOD shall be final.

18.4. Reinstatement

The Board of Directors' Credentials Committee has the responsibility to determine when or if evidence is sufficient to warrant reinstatement of a Diplomate or Board Qualified member and whether such reinstatement may require additional fees, examination or other evaluation of the applicant's professional competency. The Credentials Committee's findings and recommendations shall be made to the BOD for its final approval. See "Credentials Committee" Appendix and see "Reinstatement" Appendix

18.5. Appeals and Complaints

The BOD has several standing committees that deal with appeals or complaints from the membership. These include but are not limited to the Credentials Committee and Examination Committee. Upon receipt of a formal appeal or complaint the following measures are taken:

18.5.1. Board Headquarters determines the nature of the complaint or appeal and forwards it to the appropriate committee representation.

18.5.2. Board Headquarters obtains enough background information and summarizes the nature of the issue for the respective committee.

18.5.3. The summary, along with the primary communication and relevant documentation is forwarded to the committee members for review.

18.5.4. The committee convenes a meeting.

18.5.5. A determination is made by the committee in accord with the policies set forth in this policy manual. See "Appeals" Appendix.

18.5.6. Once a determination is made it is communicated to the member by Headquarters staff.

18.6. Reconsideration for Cause

18.6.1. Any former member whose status with the Board has been adversely impacted may at any time request reconsideration for cause. "Cause" will be limited to two circumstances:

18.6.1.1. The Board acting improperly in violation of its Bylaws, or

18.6.1.2. the Board acting correctly on the best information then available to it, but which has subsequently been proven inaccurate.

18.6.2. The fee(s) for such reconsideration will be set by the Board and must be paid in full when reconsideration is requested.

18.6.3. Former members who are granted reinstatement based on reconsideration for cause will have their reconsideration fees refunded and the usual reinstatement fee will be waived.

18.6.4. The reinstated member's liability for dues that would otherwise have been paid between revocation and reinstatement will be determined as a function of any past dues amount that is owed and in arrears, in addition to any other fees or requirements at the time during the period of revocation. See "Reinstatement" Appendix.

18.6.5. The reinstated member's remaining term of certification will be set equal to that at the time of revocation. In addition, any reinstated Diplomate must re-credential in the first year after reinstatement if ten (10) or more years have elapsed since last being credentialed by the Board.

18.7. Code of Ethics

18.6.1. Members are expected to adhere to the code of ethics espoused by the American Podiatric Medical Association (APMA).

18.6.2. Note: Membership in the ABPM is independent of, and not predicated upon, membership in other professional organizations.

18.8. Annual Membership Fees Requirement

18.8.1. The BOD shall establish annual membership fees which include (Dues and Continuing Certification (CC) Dues). Such fees shall be due and payable by March 15th of each calendar year. Annual membership fees are due within sixty (60) days of the date appearing on the first notice. Payments received after that date will incur a late fee determined by the Board.

See "Fees" Appendix

18.8.2. Annual membership fees fee(s) (Dues) is required of all active members. Founders and Emeritus-Diplomates with 25 or more years of membership are subject to a 50% reduction of their annual membership fees.

18.8.3. An Inactive Diplomate is not required to annual membership fees (Dues) and will continue to be considered an Inactive Diplomate.

18.8.4. Dues Installment Plan

18.8.4.1. invoices for Dues will be sent to all Active Members on or before January 15th of each calendar year.

18.8.4.2. Beginning in 2021, the Dues Installment Plan will be implemented and available to all Active Members.

18.8.4.3. The Dues Installment Plan will give members the option to set up a payment plan with a first installment paid no later than March 15th and the remainder automatically billed three (3) months after.

18.8.4.4. If initial payment is received after the March 15th deadline, a late fee will incur.

18.8.4.5. The Dues Installment Plan option will not be available after the March 15th deadline. All payments thereafter, must be made in full.

**19. Requirements for Board Eligibility and Board Certification**

19.2. Board Eligibility

19.2.1. Candidates completing a Council on Podiatric Medical Education (CPME) approved residency program are considered Board Eligible at the conclusion of their final residency year.

19.2.2. Board Eligibility status is granted for a period up to eight (8) years, after which the candidate will no longer be permitted to sit for the examination process. If a candidate attempts certification within the eight (8) year period but does not achieve certification, they will be granted an additional five (5) years of eligible status, but must pass both sections of the Certification Examination in the same year to become certified.

19.2.3. Hardship waivers and exceptions may be granted at the discretion of the Board.

19.3. Board Qualification (Historical)

19.3.1. Board Qualification status, a process that ended in 2019, is held by candidates successfully passing the Qualification Examination. Board qualified status is granted for a period up to five (5) years, after which the candidate will no longer be permitted to complete the examination process. If a candidate attempts qualification/certification within the five (5) year period but does not achieve qualified status, they will be granted an additional five (5) years of exam Board Eligibility but must take and pass both parts of the exam in the same year to become certified.

19.4. Board Certification

Have achieved a passing score on the ABPM Certification Examination and abide by all policies set forth herein.

19.5. Circumstances not addressed by specific policy:

All credential matters not addressed specifically in the policy manual shall be referred to the Credentials Committee for deliberation and shall be referred to the BOD.

## 20. Examinations

20.2. Notice of the examinations

20.2.1. Notice shall be made at least six (6) months in advance of the examination date.

20.2.2. Such notice shall provide information regarding the time, place, and date approved by the Board of Directors.

20.2.3. Notice of the In-training Examination(s) shall be made to the resident, residency director and program administrator.

20.3. Content

Examinations shall be comprehensive and include a broad scope of questions on appropriate content areas in podiatric medicine. Subject areas include, but are not limited to, the areas listed in the "Examination Blueprint" Appendix.

20.4. Results

Examination results are posted on a secure area on the ABPM website, accessible only via candidate login utilizing their unique candidate ID number. Verification of candidates having opened and viewed their results is verified by Headquarters staff via a website-generated report.

20.5. Examination Rules and Regulations:

See "Pearson VUE Behavior Policy" Appendix

## 21. Re-evaluation of Diplomates

21.2. All ABPM Diplomates including those enrolled in the Continuing Certification program (CC) must agree that their professional qualifications, including their moral and ethical standing within the profession, their competency in clinical skills, and any other similar requirements as determined solely by the ABPM and from time to time, will be evaluated by the ABPM or its agents.

21.3. The Diplomate must agree to adhere to the good faith requirements of the ABPM, which may be modified from time to time in its sole discretion. Administrative judgment made by the ABPM will beIN writing and considered final.

21.4. The ABPM reserves the right to fully confirm any and all information contained in any Diplomate documentation and/or supporting materials including but not limited to contacting references, persons, individuals or agents representing the licensing bodies, hospitals or other institutions as the ABPM in its sole discretion may deem appropriate.

21.5. All Diplomates must understand and agree that the ABPM has the right to provide information it has obtained in this process to other parties whom the ABPM in its sole discretion has determined to have legitimate need for such information.

**22. Re-evaluation Exceptions**

All active Diplomates must meet the re-evaluation requirement, including Founders and Emeritus, with the following exceptions:

Exception 1

Diplomates who have already attained sixty (60) years of age (including Founders and Emeritus) by 2006 remain exempt from the 10-year re-credentialing requirement.

Exception 2

Diplomates who are Retired are exempt from the requirement.

Exception 3

Diplomates who can document permanent disability from the ability to practice the profession of podiatry are exempt from the re-evaluative process.

Exception 4

Diplomates who are disabled or are inactive may have the re-evaluation requirement extended based upon appeal to the BOD.

**23. Self-Assessment**

23.2. As of 2007 self-assessment is required of active Diplomates, regardless of age, who hold Lifetime certificates and who are in the 10th year of their re-credentialing cycle.

23.3. As of 2011, Lifetime certificate holders may continue to re-credential by taking the Self-Assessment Examination or may elect to enter the Continuing Certification (CC) process.

**24. Re-Credentialing**

24.0.1. After becoming Board Certified with the ABPM, all Diplomates are enrolled into the Continuing Certification (CC) Assessment Process.

24.0.2. CC Assessment fees are included with annual dues. See "Fees" Appendix.

24.0.3. The CC Assessment program is in place to enhance a Diplomates certification credential through the process of lifelong learning.

24.0.4. The CC Assessment fees cover the costs of developing, providing, and administering the CC Assessment examination for quality improvement.

**24.1. Time Limited Diplomates**

24.1.1 Certificates issued by the ABPOPPM in 1994 and thereafter are Time-limited and valid for ten (10) years from the time of issue.

**24.2. Requirements of the Continuing Certification (CC) Assessment Process.**

24.2.1 Diplomates achieving Board Certified classification from 2011 and thereafter are required to enroll into the CC Assessment.

24.2.2 Associated CC Assessment fees cover the costs of developing, providing, and administering the CC Assessment that promotes lifelong learning with a self-assessment examination and educational

remediation.

**24.3. There are two (2) types of "Certificate Holders":**

24.3.1 Lifetime: Certified in 1993 or prior, must self-assess every ten (10) years.

24.3.2 Time-limited: Certificates issued by the ABPOPPM in 1994 and thereafter are Time-limited and valid for ten (10) years from the time of issue.

**24.4. New CC Assessment processes, based on certificate holder classification:**

24.4.1 Lifetime [10-year cycle (Required to provide annually)]

24.4.1.1 Maintenance of State licensure (verification of state licensure or registration).

24.4.1.2 Report CECHs as required by your state.

24.4.2 Diplomates certified between 1994 – 2011 (Historical)

Diplomates that have not participated in the CC Assessment, may opt to take the ABPM Competency Assessment exam at the end of their current 10-year cycle, but are still required to make a payment for the CC Assessment mandatory enrollment.

24.4.3 Diplomates certified after 2011.

24.4.3.1 Diplomate is automatically enrolled upon certification.

24.4.3.2 Annual dues include fees for CC Assessment.

**24.5. CC Assessment**

24.5.1 Participation in CC Assessment is automatic.

24.5.2 Diplomates must complete Part 1 and Part 2 to be CC Assessment compliant.

24.5.2.1 Part 1: Evidence of Professional Standing (required to provide annually)
I. Maintenance of State licensure (verification of state licensure or registration).
II. Report CECHs as required by your state.

24.5.2.2 Part 2: Continuing Certification (CC) Assessment Examination
I. Members must complete the 60-question assessment during the allotted timeframe.
II. Members must complete the remediation process at the completion of the assessment.

24.5.3 Dues include cost of the CC Assessment. See "Fees" Appendix

24.5.4 ABPM will enforce Diplomates to take the continuing certification assessment annually. The assessment will be

60 questions. Any Incorrect assessment items will require remediation.

24.5.5 In 2026 the period of assessment will run from January 1 to November 30, 2026.
In 2027 and thereafter, the period of assessment will be changed to January 1 to November 1 of that calendar year.

**24.5.6** Diplomates will be placed on probation if the CC assessment is not completed by November 1st (November 30th for the 2026 assessment cycle); if assessment not completed by April 1st the following calendar year diplomates will be revoked.

**24. Competency Assessment Exam (Historical)**

Diplomates holding Time-limited certificates who were certified between 1994 and 2010 and have not enrolled in the MOC are required to take the ABPM Competency Assessment exam at the end of their current 10-year cycle.

The ABPM Competency Assessment exam is a 100 question, multiple choice exam, administered on members dashboard. The exam is not pass/fail. Headquarters staff will notify the member of the examination registration process. Once the competency exam is completed, enrollment into the MOC program is mandatory to maintain certification.

**24. Re-credentialing Extension**

Upon Board approval, Diplomates who suspend practice to undergo additional residency and/or fellowship training will be granted an extension of their CC requirement for the duration of said training. At the discretion of the diplomate, their status may be changed to "inactive" during the training period, in which case they are exempt from annual membership fees.

**25. Continuing Education**

Diplomates shall participate in continuing education programs to maintain their competence and to increase their knowledge in the art and science of primary podiatric medicine and podiatric orthopedics in an ongoing fashion.

Beginning in 2013 all Diplomates, except those who are retired, inactive, or disabled, must report their CECHs, which may be subject to an audit by Board HQ.

a. General CECHs

Continuing medical education experiences are designed to encourage you to keep up with the latest developments in your field and to improve your skills over time. CECHs focuses one education for a designated specialty content area. These requirements can be completed in the form of lectures, conferences, and online programs.

**26. Diplomate Certificates**

A suitable certificate bearing the seal of the ABPM shall be inscribed for each candidate who satisfies the requirements for certification. Such candidates shall be certified as Diplomates of the American Board of Podiatric Medicine. The certificate shall remain the property of the Board and shall be returned to the Board if for any reason the certified classification of the member has been revoked.

a. Diplomates certificates issued in 2012 and thereafter will bear the name American Board of Podiatric Medicine. All prior certificates, bearing the name American Board of Podiatric Orthopedics and Primary Podiatric Medicine, remain valid certificates, and do not require substitution as a result of the name change, American Board of Podiatric Medicine.

b. The Certificate of Added Qualification (CAQ) is a special distinction created and issued solely by the ABPM to recognize a CPME-recognized Diplomate who has established additional competency in a specific category.

**27. Advertising Board Certification**

A Diplomate of the ABPM must adhere to the following advertising guidelines:

a. Promotional Advertising

Promotional advertising of eligible or qualified classification is prohibited.

b. Member Revocation

The Board of Directors shall have the authority to revoke a member for failure to adhere to the advertising guidelines.

c. Acceptable Statements

i. Only the following statements are acceptable for this purpose:
   1. Diplomate, American Board of Podiatric Medicine
   2. Board Certified, American Board of Podiatric Medicine
   3. Certified, American Board of Podiatric Medicine

ii. The organization's acronym (ABPM) may be substituted for the full name

iii. The letter "D" may be substituted for the word Diplomate

d. Diplomates holding Certificate of Added Qualification (CAQ)

For Diplomates holding a Certificate of Added Qualification (CAQ), the Certificate may be advertised as:

i. Diplomate with Certificate of Added Qualification in Amputation Prevention and Wound Care, or:
   1. CAQ in Amputation Prevention and Wound Care
   2. CAQ.AMP

ii. Diplomate with Certificate of Added Qualification in Podiatric Sports Medicine, or:
   1. CAQ in Podiatric Sports Medicine
   2. CAQ.SM

iii. Diplomate with Certificate of Added Qualification in Podiatric Surgery, or
   1. CAQ in Podiatric Surgery
   2. CAQ.PS

**28. Corporate Seal (Trademark)**

**29. Logo**

ABPM

American Board of Podiatric Medicine

**Certifying Today's Podiatrist**

**30. Use of ABPM Logo**

Diplomates wishing to utilize the ABPM logo in advertising their certification with the Board may do so without restriction so long as the advertising is otherwise consistent with Board policy and the APMA code of ethics. Interested Diplomates may obtain a Board approved image of the logo from the "Members Only" section of the Board's website. Only unmodified images of the exact form of the logo obtained from the website may be used in this connection.

**31. Use of ABPM Board Certified Logo for Website**

Diplomates are encouraged to use the logo on their website as they feel appropriate. The use of the ABPM Board Certified logo is intended to promote your classification as a Diplomate of the Board for patients, colleagues and the health care industry visiting your website.

Only ABPM Diplomates who carry active status are authorized to use the logo. Therefore, where group podiatric practice is concerned only the active Diplomate can have the logo accompany their name on the website, and the placement of the logo must clearly indicate which podiatric physician is an active Diplomate of ABPM.

**32. Hyperlink**

Diplomates are encouraged to add a hyperlink www.PodiatryBoard.org to the Board-Certified logo. In this way, patients and credentialers may have immediate access to information about the ABPM.

**33. Appendix Information**

a. Appeals Appendix

b. Code of Ethics Appendix

c. Confidentiality Notice Appendix

d. Cyber & Written Security Policy Appendix - Part 1

e. Cyber & Written Security Policy Appendix - Part 2

f. Emergency Policies and Procedures Appendix

g. Fees Appendix

h. Investment Parameters Appendix

i. Pearson VUE Behavior Policy Appendix

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**Appeals Appendix**

Credentials Committee: Shall consist of at least three members, one of whom shall be the Vice-President of the Board of Directors who shall serve as Chairperson. The committee shall review issues of ethics, licensure-registration and assessments to determine members' compliance with Board policy and procedures and make recommendations to the Board of Directors.

**Reinstatement Policies and Fees**

a. Reinstatement fee: at an amount equal to the cost of the certification examination at the time the appeal was filed
b. Self-assessment exam fee (if inactive for five (5) or more years): $750
c. Back dues: $550/year with a late fee of $100
d. Primary verification of state licensure
e. Show documented proof of 25 CECHs for each of the last two (2) years
f. Revocation of five (5) of more years:
   - Appealer shall take the Self-Assessment Examination
   - If appealer does not pass, ABPM will assign additional reading material and education resources in areas of deficiency
g. Revocation of ten (10) or more years will require the appealer will be required to take and pass the Certification Examination
h. Upon notification of a favorable reinstatement decision, the Diplomate shall have thirty (30) calendar days from the date of notification to respond and remit any applicable fees. Failure to respond and/or submit required payment within this period will require the Diplomate to submit a new application for reinstatement.

# American Podiatric Medical Association, Inc.
# Code of Ethics

**PREAMBLE**

All podiatrists have the responsibility of aspiring to the highest possible standards of conduct and ethical behavior, assuring that the best care is provided for the individuals and groups whom they serve. As members of the American Podiatric Medical Association (APMA), podiatrists accept and take seriously the common values and principles established within this code of ethics. This code applies to all aspects of professional life of podiatrists as they go about the implementation of their work within a variety of contexts as health care providers, administrators, educators, researchers, consultants, and employers.

The following statements and precepts are considered to be dynamic and may be interpreted and applied to an ever changing society.

Podiatrists who are members of the American Podiatric Medical Association (APMA) are bound to abide by the APMA Code of Ethics. APMA expects its members to adhere to the provisions in this document, but the document is not meant to be used in legal proceedings to establish a "Standard of Care."

**MEDICAL ETHICS (ME)**

**ME1.0 Professional Judgment**

The podiatrist has an obligation to facilitate patient care, placing the welfare and rights of the patient above all other considerations. The competence of a podiatrist extends beyond technical skills alone. Recognizing the extent of one's ability to perform and knowing when it is appropriate to seek consultation or make referrals is imperative.

ME1.1 National Standards (Representing a Model to be Used by Individual States)

ME1.11 The podiatrist strives to maintain the highest standards of practice in accordance with the responsibilities conferred by the state, profession, and society. *(See interpretive guideline.)*

ME1.12 The podiatrist recognizes their competencies and strives to practice in an environment that is consistent with those competencies.

ME1.13 The podiatrist freely utilizes the expertise of other podiatric physicians and professionals of other disciplines to enhance the welfare of the patient.

ME1.14 The podiatrist maintains continuing competence by participating in professional study and life long learning activities designed to ensure that their skills and knowledge are consistent with ongoing developments in the art and science of podiatric medicine and surgery.

ME1.15 The podiatrist has the responsibility to accurately and honestly report compliance with any Continuing Medical Education (CME) requirements for licensure, certification, and credentialing.

ME1.2 Practice Guidelines

ME1.21 The podiatrist strives to provide care consistent with established practice guidelines adopted by recognized podiatric medical organizations that utilize the opinions of authoritative experts. *(See interpretive guideline.)*

ME1.3 Patient Management

ME1.31 Within the responsibility of a podiatrist is the need to evaluate the patient, initiate care decisions, and decide on the best treatment plan. The plan should encompass the entirety of the patient and utilize appropriate consultation or referral. *(See interpretive guideline.)*

ME1.32 The podiatrist is responsible for ensuring appropriate follow-up care for their patient when they are not directly available to render such care. *(See interpretive guideline.)*

ME1.33 The podiatrist should refrain from providing care for any individual with whom he/she has a relationship of a nature that may cause them to provide care with reduced objectivity, interfering with the exercise of sound medical judgment.

**ME2.0 Informed Consent**

The doctrine of informed consent is premised upon the right of the patient to exercise control over their body by deciding whether or not to undergo a proposed treatment regimen. The duty of the podiatrist is always to disclose relevant information to the patient and obtain the consent of a competent patient or someone legally authorized to give consent on behalf of the patient before initiating treatment. *(See interpretive guideline.)*

ME2.1 What a Patient Needs to Know About the Proposed Treatment

ME2.11 The podiatrist strives to ensure that the patient is cognizant of the nature of the illness or condition, the treatment proposal or its alternatives with reasonable explanations of expected outcomes, potential complications, and length of recovery.

ME2.2 Disclosure of Experience and Outcomes

ME2.21 The podiatrist provides truthful representations of their experience and outcomes.

ME2.3 Economic Interests

ME2.31 The podiatrist strives to ensure that any economic benefit involving services, materials, medications, or facilities shall not interfere with their primary responsibility for the welfare of the patient and shall comply with applicable legal requirements.

**ME3.0 Confidentiality**

The podiatrist and their staff must maintain strict confidentiality (subject to federal and state laws) as to the condition and treatment of all patients. Release of any information must be premised on the consent of the individual patient, unless otherwise mandated by law. *(See interpretive guideline.)*

ME3.1 Medical Records

ME3.11 The podiatrist acts in a manner that protects the confidentiality of the patient and the records of the patient.

ME3.12 The podiatrist ensures that the staff over which they have responsibility or supervises, have an essential knowledge of the duty to maintain the confidentiality of the patient records.

ME3.13 The podiatrist will take all reasonable means necessary so that confidentiality of patient medical records and conversations are strictly maintained in the use of any on-line, website, or social networking communication medium.

ME3.2 Diagnosis

ME3.21 The podiatrist respects the confidentiality of the patient's diagnosis and does not release the diagnosis without the consent of the patient unless mandated by law.

ME3.3 Treatment

ME3.31 The podiatrist respects the confidentiality of the patient treatment information and does not release the treatment information without the consent of the patient unless mandated by law.

**ME4.0 Patient Respect/Advocacy**

Respect for the patient and advocating for the welfare of the patient should be the supreme concern of the podiatrist. A podiatrist should acknowledge cultural, individual, and ethnic differences of patients and the podiatrist has an obligation to set aside personal biases that could result in potentially discriminatory practices.

ME4.1 Do No Harm

ME4.11 The podiatrist will evaluate the patient and use appropriate treatments in the care of the patient, taking into consideration any physical, financial, cultural, or emotional limitations that may result in harm during the treatment process. *(See interpretive guideline.)*

ME4.2 Nondiscrimination

ME4.21 The podiatrist shall not discriminate against any patient because of race, religion, ethnicity, gender, sexual orientation, disability, socioeconomic status, or health status.

ME4.3 Harassment

ME4.31 The podiatrist shall not engage in any deliberate act of emotional abuse, physical abuse, sexual abuse, sexual misconduct, or sexual exploitation related to the podiatrist's position as a health care provider, administrator, educator, researcher, consultant, or employer. *(See interpretive guideline.)*

ME4.4 Patient Abandonment

ME4.41 The podiatrist shall not cease to provide care or to be available to provide care without giving the patient sufficient notice and/or the opportunity to seek continuing treatment from another health care practitioner.

**ME5.0 Professionalism**

The podiatrist should, at all times, act in a professional manner before patients, colleagues, and the general public. This conduct should extend not just to the podiatrist's professional life but should encompass his/her public and private lives as well.

ME5.1 Compassion, Respect, Honesty, and Integrity

ME5.11 The podiatrist has the responsibility to carry out all aspects of their career with compassion, respect, honesty, and integrity.

ME5.2 Accountability in Providing Expert Testimony

ME5.21 The podiatrist providing expert testimony is expected to have relevant experience, training, and knowledge in the area in which the podiatrist has agreed to testify. Testimony must be objective and be limited to the area of expertise held by the podiatrist. Expert testimony should be based upon recognized medical and scientific principles, theories, facts, and standard of care.

ME5.22 The podiatrist serving as an expert witness shall offer testimony that is honest and truthful. A breach of these ethics would exist if a podiatrist knowingly provides false or misleading testimony.

ME5.23 The podiatrist may accept compensation for testimony offered but such compensation should not in any way be related to or based upon the outcome of the litigation.

**ME6.0 Physician Health Responsibilities**

The podiatrist has the obligation to act upon the recognition of impairment(s) and/or health risks in themselves and in other health care providers and to ensure that the treatment and safety of patients is not compromised because of such impairments and/or health risks.

ME6.1 Physical, Mental, Chemical, or Emotional Impairment

ME6.11 The podiatrist who is physically, mentally, chemically, or emotionally impaired should withdraw from those aspects of practice that could be detrimentally affected by the impairment. If the podiatrist does not withdraw, other podiatrists who know of the impairment have the duty to take action to prevent the impaired podiatrist from harming themselves or others. *(See interpretive guideline.)*

ME6.2 Practice and Blood Borne Pathogens

ME6.12 The podiatrist should exercise in his/her practice all appropriate preventive strategies to preclude the spread of blood borne pathogens.

**ME7.0 Research Ethics**

Research conducted by podiatrists must be scientifically based with data, results, and outcomes reported in an accurate and truthful manner. Support for research may be obtained from any source but should not influence or bias the outcomes.

ME7.1 Integrity and Concern for Participants

ME7.11 The podiatrist shall maintain the integrity of the study to ensure that decisions by participants and subjects are made in an unbiased and fully informed manner.

ME7.12 The podiatrist shall not subject any patient to an experimental diagnostic modality or treatment method without prior review of the experiment protocol by their peers and with full disclosure to the patient. *(See interpretive guideline.)*

ME7.13 The podiatrist conducts research competently with due concern for the dignity and welfare of the participants.

ME7.2 Reporting

ME7.21 The podiatrist shall report truthfully in scientific and scholarly papers, lectures, accounts, and communications. *(See interpretive guideline.)*

ME7.22 The podiatrist shall avoid all forms of plagiarism, or otherwise taking credit for the work or ideas of others, by properly acknowledging the source.

## BUSINESS ETHICS (BE)

### BE1.0 Advertising

The podiatrist has the responsibility to properly represent themselves in advertisements and other forms of communications to the public, including, but not limited to, statements about training, ability, board certification, and scope of practice.

BE1.1 Communications with the Public

BE1.11 The podiatrist shall ensure that communications to the public are accurate and do not convey false, untrue, deceptive, or misleading information. The podiatrist shall provide truthful and accurate representations of his/her credentials, training, experience, or ability. The podiatrist shall not communicate claims of superiority that cannot be substantiated.

BE1.12 The podiatrist, in connection with their name, must use the title(s), degree(s), or designation(s) authorized by state law. The title "doctor" or any abbreviation cannot be used without the qualification "podiatrist," "podiatric physician," or "Doctor of Podiatric Medicine," or other appropriate designation. The podiatrist who is certified by a specialty board may use the appropriate term in connection with their specialty.

BE1.2 Direct Solicitation of Referrals

BE1.21 The podiatrist shall not solicit patients in a manner that impairs their objectivity regarding the selection of diagnostic or therapeutic methods. The podiatrist shall provide realistic expectations as to outcomes, or utilization of diagnostic or therapeutic methods that may be employed in the care of the patient.

BE1.22 The podiatrist shall not offer gifts as an inducement to secure patient patronage. *(See interpretive guideline.)*

BE1.3 Free Foot Screenings

BE1.31 The podiatrist, as an inducement to provide additional services for a fee, may advertise and offer free examinations or free podiatric medical services. The podiatrist shall not, however, charge a fee to any patient or any third party payer for any podiatric medical service provided at the time that such free examination or free podiatric medical services are provided. *(See interpretive guideline.)*

**BE2.0 Business Transactions**

The podiatrist has the responsibility to maintain high moral, ethical, and legal standards in business transactions. Claims, bills, statements, and records must accurately reflect the services provided. *(See interpretive guideline.)*

BE2.1 Fee Splitting

BE2.11 The podiatrist neither accepts nor offers commissions in any form or manner on fees for professional services, referrals, consultations, pathology services, radiology services, prescriptions, or other services or article supplied to patients. Division of professional fees or acceptance of rebates from fees paid by patients to radiological, pathological, laboratory, shoe stores, or other establishments is inappropriate. *(See interpretive guideline.)*

BE2.2 Medically Unnecessary Procedures

BE2.21 The podiatrist shall perform services of a diagnostic or therapeutic nature that can reasonably be expected to benefit the patient. *(See interpretive guideline.)*

BE2.3 Economic Interest

BE2.31 The podiatrist shall not promote the sale of drugs, devices, appliances or goods to a patient, which are offered in such manner as to exploit the patient for the financial gain of the podiatric physician.

BE2.32 The podiatrist shall not use their position to exert undo influence on patient treatment choices that are, or may be, physically, psychologically, or economically detrimental to the patient.

BE2.33 The podiatrist shall not base treatment decisions on managed care incentives/disincentives when such decisions are, or may be, detrimental or when they are not in the best interest of the patient.

BE2.4 Conflict of Interest

BE2.41 The podiatrist shall provide truthful disclosure of actual and potential conflicts of interest in the recommendation and/or prescription of services, materials, medications, and facilities that may be utilized in the care of a patient.

BE2.42 The podiatrist shall provide truthful disclosure of actual or potential conflicts of interest in communication with patients, potential patients, colleagues, and others. Such communication includes, but is not limited to, lectures, published material in peer review and other publications, and advertisements.

BE2.43 The podiatrist shall provide full public disclosure of financial relationships that constitute a conflict of interest, including any in which remuneration is expected to be awarded on an annual basis or any equity holding in a related company (excluding mutual funds and blind trusts).

**BE3.0 Inter-professional Referrals**

The podiatrist has the obligation of seeking consultation when the health and welfare of a patient would be advanced by referral to a health care provider with special skills, knowledge, or experience.

BE3.1 Referrals to Other Podiatrists

BE3.11 The podiatrist shall refrain from inducing a patient of a fellow practitioner to become their patient either by belittling the ability of the fellow practitioner or by the promise of better service at a lower fee.

BE3.12 The podiatrist providing a second opinion is obligated to return the patient to the referring practitioner, unless that patient exercises free choice in selecting the use of the second opinion practitioner to provide further care, or unless otherwise prohibited.

**BE4.0 Employees/Associates**

The podiatrist reasonably delegates aspects of medical care to auxiliary health care personnel. The podiatrist shall ensure that such personnel are qualified and adequately supervised.

BE4.1 Duty of Supervision

BE4.11 The podiatrist has a duty to supervise their employees and confirm that they are performing in an ethical and appropriate manner. *(See interpretive guideline.)*

BE4.2 Delegation of Authority

BE4.21 The podiatrist delegating authority to an employee, associate, or to another physician for the care of their patient, shall ensure that the activity complies with professional standards and applicable laws.

BE4.3 Duty to Comply with Professional Standards

BE4.31 The podiatrist strives to practice podiatric medicine consistent with the standards of care established within their community.

**BE5.0 Respect for Law**

The podiatrist is obliged to comply with the letter of all applicable laws and regulations. *(See interpretive guideline.)*

BE5.1 Duty to Report Violation

BE5.11 The podiatrist is obliged to report known violations of conduct by providers to the appropriate authority.

BE5.2 Medical Records

BE5.21 The podiatrist is obliged to maintain documentation of patient encounters that is legible, complete, accurate, and patient specific. *(See interpretive guideline.)*

**BE6.0 Staff Respect/Advocacy**

The podiatrist has a duty to avoid interaction that would impair the physical and psychological health of those with whom they interact on a professional basis.

BE6.1 Harassment

BE6.11 The podiatrist shall not engage in any deliberate act of emotional abuse, physical abuse, sexual misconduct, or sexual exploitation related to the podiatrist's position as an employer, employee, partner, or associate. *(See interpretive guideline.)*

BE6.2 Nondiscrimination

BE6.21 The podiatrist shall not discriminate against any employee, partner, or associate because of race, religion, ethnicity, gender, sexual orientation, disability, socioeconomic status, or health status.

**BE7.0 Managed Care/Insurance Issues**

In the light of reimbursement issues, the podiatrist shall focus on patient care and patient advocacy.

BE7.1 Patient Advocacy

BE7.11 The podiatrist has the obligation to advocate for the health of their patients in negotiating with managed care organizations and other third party payers.

BE7.2 Financial Incentives/Disincentives

BE7.21 The podiatrist shall not use insurance coverage/reimbursement levels as the substantive determination of the treatment plan.

BE7.22 The podiatrist shall not accept financial incentives to withhold care or referrals that are appropriate for the care of the patient.

## ASSOCIATION ETHICS(AE)

### AE1.0 Conflict of Interest

The podiatrist rendering volunteer or compensated services to the American Podiatric Medical Association or its component association(s) provides truthful disclosure of actual and potential conflicts of interest and recuses themselves from discussion and action on all issues relevant to the actual or potential conflict. Failure to recuse oneself is considered a violation of the Code of Ethics. *(See interpretive guideline.)*

### AE2.0 Confidentiality

The podiatrist rendering volunteer or compensated services to an organization(s) shall adhere to the rules of confidentiality of the organization(s).

### AE3.0 Commercial Relationships

The podiatrist rendering volunteer or compensated services to the American Podiatric Medical Association or its component association(s) is obliged to disclose all significant commercial relationships with other organizations, businesses, or entities that have a relationship with podiatric medicine.

### AE4.0 Association Conduct

An officer or elected representative of the American Podiatric Medical Association or its component society is obligated to abide by the Constitution and Bylaws of their respective organization(s), when not in conflict with this document.

**INTERPRETIVE GUIDELINES**

The following interpretive guidelines are provided to further elaborate upon the Code of Ethics.

ME1.11 A function of state licensing agencies is to establish standards of competency for members of the profession within their respective jurisdictions.

ME1.21 Practice guidelines suggest and recommend modalities for patient care as correlated to various diagnoses that may be encountered. They should not be construed to constitute unalterable treatment strategies. Recognized podiatric medical organizations may include, but are not limited to, specialty colleges and boards and other such agencies that formulate practice guidelines based upon well-grounded scientific and educational precepts. The guidelines recommended by such organizations are often useful but have no legally binding effect on members of the Association.

ME1.31 Treatment decisions, including surgery, should relate to the consideration of the physical, emotional, social, and occupational needs of the patient. All treatment regimens should include appropriate documentation of the indications for treatment. The performance of any unnecessary treatment is considered a serious ethical violation.

Consultation and referrals should be sought when:

1.) the patient can benefit from the care of a provider with different training and/or experience, or

2.) when the patient requests a consultation or referral.

No compensation shall be claimed for the referral of patients for care and/or evaluation.

ME1.32 Follow-up care should be provided by a qualified podiatrist or other appropriate health care professional until the patient has fully recovered. If the podiatrist is unable to personally provide the follow-up care, then the podiatrist shall make arrangements with another qualified podiatrist or qualified health care professional to provide continuing care, and properly notify the patient of discontinuation of care and arrangements for follow-up care in accordance with prevailing law.

ME2.0 The doctrine of informed consent is usually defined as a duty to warn a patient of

1.) possible complications expected;

2.) sequala of the treatment;

3.) unexpected risks of the proposed treatment;

4.) reasonable alternative to the treatment;

5.) risks and comparative benefits of the alternatives;

6.) in most cases, the effects of non-treatment; and,

7.) economic interests that have the potential to influence judgment.

ME3.0 A patient has the right to have all identifiable medical and health information treated in strict confidence. This right includes the right to control the dissemination of such information. A patient must be secure in the expectation that medical information disclosed to the podiatrist will remain confidential. Failure to respect the right of privacy may cause patients to withhold important information vital to their care. Unauthorized release of confidential material may result in embarrassment, stigma, discrimination, and possible legal liability.

Common types of disclosure pose a threat to medical data privacy:

1.) The purposeful or repeated disclosure of confidential patient information on computer screens or by the inappropriate utilization of on-line communication capability.

2.) The routine release of information; Health information is often shared without the specific knowledge of the patient based on blanket consent. The patient may not know that the information is sensitive when they sign the consent. Consent should be obtained knowingly.

ME4.11 Podiatrists have a duty to do all in their power to avoid actions that would cause harm. Physical harm may be the result of poor professional judgment in the diagnosis and treatment of the patient's medical condition, including treatment beyond the scope of competency,

and/or experimental procedures without the full consent of the patient. Financial harm may be the result of inappropriate and misleading advertising, unnecessary procedures, and/or inappropriate and/or fraudulent billing procedures. Emotional harm may result from harassment and/or the undertaking of a personal relationship with a patient.

ME4.31 Sexual harassment, whether verbal, physical, or arising out of the patient-care, education, or work environment, is illegal, as it violates Title VII of the Civil Rights Act of 1964 and many state laws. Sexual harassment is unwelcome sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature that occurs within the podiatrist's role as a health care provider, administrator, educator, researcher, consultant, employee, or employer. Other harassment includes demeaning behavior directed towards others in the patient-care, education, or work environment.

Podiatrists at no time should abuse the authority figure they present as a means of fostering sexual relations with a patient, student, resident, fellow, or employee. A podiatrist may not employ sexual favors in bartering for professional services.

Sexual intimacy with patients, students, residents, fellows, or employees is inappropriate unless the personal relationship precedes the professional relationship.

ME6.11 Physical disability includes but is not limited to, deterioration through the aging process, or loss of motor skill that results in the inability to practice the profession with reasonable judgment, skill or safety.

Mental disability is any psychological condition or habitual or excessive use of alcohol, narcotics, stimulants, or other chemical agents or drugs that results in the inability to practice podiatric medicine with reasonable judgment, skill, or safety.

Addressing the problem of impairment includes several steps:

1.) The podiatrist recognizes the problem.

2.) The podiatrist seeks help within the profession.

3.) The podiatrist seeks active treatment of the impairment.

4.) The podiatrist seeks evaluation of their capacity to provide patient care.

ME7.12 The podiatrist shall subject all research projects involving human or animal subjects to the scrutiny of an independent body whose function is to review such projects for appropriateness and for protection of the human or animal subjects.

ME7.21 The podiatrist shall not intentionally mislead professional or lay audiences through scientific and scholarly papers, lectures, accounts, and communications, whether or not personal gain may accrue from such action.

BE1.22 Promotional gifts of nominal value may be offered.

BE1.31 In the event that an urgent condition presents at the time of a free examination, reasonable charges for the treatment may be allowed upon written consent from the patient for the services and related charges.

BE2.0 Fraud includes but is not limited to knowingly presenting (through actual knowledge, deliberate ignorance or reckless disregard) or causing to be presented a false or fraudulent claim.

Fraudulent acts include but are not limited to:

1.) Willfully making or filing false records or reports within the scope of practice.

2.) Gross, willful, and continued overcharging for professional services including filing false statements for collection of fees for those services, including, but not limited to, filing false statement for collection of monies for services not rendered or not provided as claimed.

3.) Routine waiver of deductibles and co-payments that may lead to artificial inflation of the reported charges.

4.) Billing for supplies, equipment, or services not reasonable and necessary.

5.) Repeat billing (double billing) for the same service that was not provided on repeat visits.

6.) Billing for non-covered services as covered services.

7.) Using an improper modifier to increase or allow inappropriate reimbursement.

8.) Billing for component parts of a procedure rather than the inclusive global procedure (i.e., a-la-carte).

9.) Billing at a higher more intensive level to increase reimbursement.

In addition, the following conditions and issues must be considered:

1.) Services billed should reflect the care provided as deemed medically necessary by the podiatric physician.

2.) Reasonable efforts should be made to inform the patient of costs for services or treatments that they will be directly responsible to pay.

3.) The podiatrist must be able to provide documentation to support appropriateness of care.

4.) Remunerations (e.g., kickbacks, inducements and self-referrals) for referrals are inappropriate and illegal. Such remunerations include knowingly and willfully giving or receiving anything of value to induce referrals.

BE2.11 Fee splitting is defined as sharing of fees for the purpose of referrals where one entity provides no service for its portion of the fee. Such sharing of fees is considered unethical and potentially illegal.

BE2.21 Documentation must be complete and legible, encounter specific, and should state the reason for the encounter. If not specifically documented, the rationale should be readily inferred.

Documentation also should identify any health risk, patient progress, and revisions to the treatment plan. Evaluation and Management (E and M) guidelines should be followed.

The podiatrist should be aware of the following risk areas:

1.) Financial arrangements with entities that may involve referrals.

2.) Joint ventures with entities supplying goods or services to providers or patients.

3.) Consulting contracts or medical directorships.

4.) Office or equipment leases with entities that could involve referrals.

5.) Soliciting, accepting, or offering any gift or gratuity of more than nominal value to or from an entity or person who may benefit from any referral in a federal program.

BE4.11 The podiatrist shall provide appropriate supervision of the activities of employees in the course of their podiatry-related activities to ensure the safety of the patient, other employees, and visitors to the clinical facility in which podiatric services are rendered.

The podiatrist shall provide appropriate supervision of the activities of employees in the course of their podiatry-related activities to ensure the accuracy of documentation, claims, and other communications made by the employee.

The podiatrist shall provide appropriate supervision of employees and others contracted by the podiatrist, who in the course of their employment or by reason of their contract, have, or reasonably may have, contact with the patients, other employees, or visitors to the clinical facility in which podiatric services are rendered.

BE5.0 Failure to be informed of applicable laws and regulations may constitute deliberate ignorance or reckless disregard and, therefore, is an ethical violation.

BE5.21 The podiatrist has a duty to maintain complete and legible medical records to ensure future continuity of care by other professionals, to ensure accountability, to meet the requirements of the health care system, and to meet legal requirements.

BE6.11 Sexual intimacy with any employee, associate, or business partner is inappropriate unless the personal relationship precedes the business relationship.

AE1.0 Association decisions and actions must not be based on personal interests or relationships. Relationships, including any ownership interests with suppliers, contractors, or any groups with

competing interest with the American Podiatric Medical Association must not influence the independent and sound judgment of an individual who serves the APMA or its component associations. Any situation that is or may be a conflict of interest must be avoided. To avoid a conflict of interest one must disclose any relationship(s) that others might misinterpret. An individual who is in a position to actually or potentially influence decisions has a duty of full disclosure. If in doubt about a relationship, it should be disclosed. A conflict of interest may arise through a family relationship. When an extended family member has a relationship or ownership interest with an entity that may conflict with the APMA, it must be disclosed. Extended family member shall mean spouse, domestic partner, parents, child, brother, sister, aunt, uncle, or anyone living with the individual.

Conflicts of interest may be present when one or more of the following situations exist:

1.) A podiatrist with an economic interest, a material financial interest or material financial relationship with any business or in an organization that is the subject of consideration. A "material financial interest" includes a financial ownership interest of 5% or more, a financial ownership interest which contributes materially to a member's income, or a position as proprietor, director, managing partner, or key employee. A "material financial relationship" would be present if a member or a member of his or her immediate family receives monetary compensation (including honoraria and grants) in an amount equal to or greater than $2,000 per year or $5,000 over three years.

2.) A podiatrist with a position of leadership (i.e., a director, trustee, or officer) in an organization, or an employee of an organization that is the subject of consideration.

3.) A podiatrist with a family member who is an owner, director, trustee, or employee of an organization that is the subject of consideration.

4.) A podiatrist having a business or personal relationship with an individual who is the subject of consideration.

5.) A podiatrist having an existing or prior relationship with an individual(s) or organization(s), which precludes the rendering of an impartial consideration.

6.) A podiatrist having information that was obtained under an agreement or assumption of confidentiality in an activity or relationship external to the consideration, but regarding or bearing on the subject of the consideration.

7.) A podiatrist serving on a board of directors of an organization with a competing or conflicting interest to the APMA.

8.) Gifts, favors, travel, and entertainment may rise to a level of a conflict of interest. Gifts of nominal value, given in the normal course of business are acceptable. Gifts received on a regular or continual basis, gifts of more than nominal value ($100), or gifts of money or cash equivalents are indications of a potential conflict and must be disclosed.

Even if a conflict does not exist in fact, the appearance of a conflict to others can be damaging to the reputation of the association. Whether or not an interest is conflicting will depend on the particular circumstances of the conflict, including the nature and relative importance of the interest.

**Confidentiality Notice Appendix**

Confidentiality

- At all times during the Committee Member's service as a Committee Member and after the conclusion of such service, the undersigned Committee Member agrees to protect, hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party any ABPM Materials, except as necessary to serve as a Committee Member. The obligation of confidentiality applies to all ABPM Materials whether marked as confidential or not. The obligations with regard to ABPM Property shall continue so long as ABPM or a successor to ABPM maintains the ABPM Property as confidential.

**Cyber & Written Security Policy Appendix**

**Part I & II**

What You Can Do

- To avoid these phishing schemes, please observe the following email best practices:
- Do not click on links or attachments from senders that you do not recognize. Be especially wary of .zip or other compressed or executable file types.
- Do not provide sensitive personal information (like usernames and passwords) over email.
- Watch for email senders that use suspicious or misleading domain names.
- Inspect URLs carefully to make sure they're legitimate and not imposter sites.
- Do not try to open any shared document that you're not expecting to receive.
- If you can't tell if an email is legitimate or not, please email helpdesk@c3.la
- Be especially cautious when opening attachments or clicking links if you receive an email containing a warning banner indicating that it originated from an external source.

**Security Policy #1**

Written Information Security Policy (WISP) BY C3

**Statement of Policy**

The objective of The Podiatry Company ("The Company") in the development and implementation of this comprehensive written information security policy ("WISP"), is to create effective administrative, technical and physical safeguards for the protection of personally identifiable information (PII) of customers, clients and employees as well as sensitive company information that could be harmful if unauthorized access were to occur. The WISP sets forth a procedure for evaluating and addressing electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting PII and sensitive company information.

*The use of the term **employees** will include all of The Company's owners, managers, employees, all independent contractors and temporary employees.*

**Purpose of Policy**

The purpose of the WISP is to better:

1) Ensure the security and confidentiality of **personally identifiable information (PII)** of customers, clients, employees or vendors as well as **sensitive company data** which includes emails, confidential company information (i.e. company expansion plans, manufacturing processes, highly secretive information, etc.), employee information and the like.;

2) Protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and

3) Protect against unauthorized access to or use of such information in a manner that creates substantial risk of identity theft, fraud or harm to The Company.

**Scope of Policy**

In formulating and implementing the WISP, The Company has addressed and incorporated the following protocols:

1) Identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII and sensitive company data.

2) Assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of the PII and sensitive company data.

3) Evaluated the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risk.

4) Designed and implemented a WISP that puts safeguards in place to minimize identified risks.

5) Implemented regular monitoring of the effectiveness of those safeguards.

**Security Safeguards**

The follow safeguards are effective immediately. The goal of implementing these safeguards is to protect against risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII or sensitive company data.

**Administrative Safeguards**

1) **Security Officer** - The Company has designated **[Amanda McDowell]** to implement, supervise and maintain the WISP. This designated employee (the "Security Officer") will be responsible for the following:

   **(a)** Implementation of the WISP including all provisions outlined in **Security Safeguards.**

   (b) Training of all employees that may have access to PII and sensitive company data. Employees should receive annual training and new employees should be trained as part of the new employee hire process.

   (c) Regular monitoring of the WISP's safeguards and ensuring that employees are complying with the appropriate safeguards.

   (d) Evaluating the ability of any Third Party Service Providers to implement and maintain appropriate security measures for the PII and sensitive company

data to which The Company has permitted access, and requiring Third Party Service Providers, by contract, to implement and maintain appropriate security measures.

(e) Reviewing all security measures at least annually, or whenever there is a material change in The Company's business practices that may put PII and sensitive company data at risk.

(f) Investigating, reviewing and responding to all security incidents or suspected security incidents.

2) **Security Management** - All security measures will be reviewed at least annually, or whenever there is a material change in The Company's business practices that may put PII or sensitive company data at risk. This should include performing a security risk assessment, documenting the results and implementing the recommendations of the security risk assessment to better protect PII and sensitive company data. The Security Officer will be responsible for this review and will communicate to management the results of that review and any recommendations for improved security arising out of that review.

3) **Minimal Data Collection -** The Company will only collect PII of clients, customers or employees that is necessary to accomplish legitimate business transactions or to comply with any and all federal, state or local regulations.

4) **Information Access** - Access to records containing PII and/or sensitive company data shall be limited to those persons whose job functions require a legitimate need to access the records. Access to the records will only be for a legitimate job-related purpose. In addition, pre-employment screening should take place to protect PII and sensitive company data.

5) **Employee Termination -** Terminated employees must return all records containing PII and sensitive company data, in any form, that may be in the former employee's possession (including all information stored on laptops or other portable devices or media, and in files, records, work papers, etc.). A terminated employee's physical and electronic access to PII and sensitive company data must be immediately blocked. A terminated employee shall be required to surrender all keys, IDs or access codes or badges, business cards, and the like, that permit access to The Company's premises or information. A terminated employee's remote electronic access to PII and sensitive company data must be disabled; his/her voicemail access, e-mail

access, internet access, and passwords must be invalidated. **See Security Policy #2 – Termination Policy.**

6) **Security Training** – All employees, which includes all owners, managers, employees, all independent contractors and temporary employees that may have access to PII and sensitive company data, will receive security training. Employees should receive at least annual training and new employees should be trained as part of the new employee hire process. Employees should be required to show their knowledge of the information and be required to pass an exam that demonstrates their knowledge. Documentation of employee training should be kept and reviewed.

7) **WISP Distribution -** A copy of the WISP is to be distributed to each current employee and to each new employee on the beginning date of their employment. It shall be the employee's responsibility for acknowledging in writing or electronically, that he/she has received a copy of the WISP and will abide by its provisions. **See Security Policy #1 - Written Information Security Policy (WISP) Appendix A – WISP Employee Acknowledgement Form.**

8) **Contingency Planning** – All systems that store PII and/or sensitive company data should have the data backed up on, at least, a nightly basis. Data should be encrypted and be stored offsite. Disaster Recovery mechanisms and documented procedures should be in place to restore access to PII and sensitive company data as well as any operational systems that The Company relies on. A system criticality assessment should be performed that defines how critical each of The Company's systems are. Systems that are critical to operations should be restored before non-critical systems. On a periodic basis, data backups, data restoration and Disaster Recovery procedures should be tested and validated. **See Disaster Recovery Template.**

9) **Security Incident Procedures** - Employees are required to report suspicious or unauthorized use of PII and/or sensitive company data to a supervisor or the Security Officer. Whenever there is an incident that requires notification pursuant to any federal or state regulations, the Security Officer will conduct a mandatory post-incident review of the events and actions taken in order to determine how to alter security practices to better safeguard PII and sensitive data. **See Security Policy #3- Security Incident Response.**

10) **Emergency Operations** – Procedures should be in place to define how The Company will respond to emergencies. Procedures should include employee contact

information, critical vendor contact information, important vendor account information as well as any emergency operating procedures. **See Emergency Operations Template.**

11) **Data Sensitivity Classification** – All data that The Company stores or accesses should be categorized in terms of the sensitive nature of the information. For example, PII and sensitive company data might have a very high sensitivity and should be highly protected. Whereas publicly accessible information might have a low sensitivity and requires minimal protection.

12) **Third Party Service Providers** - Any service provider or individual ("Third Party Service Provider") that receives, stores, maintains, processes, or otherwise is permitted access to any file containing PII and/or sensitive company data shall be required to protect PII and sensitive company data. The Third Party Service Providers must sign service agreements that contractually hold them responsible for protecting The Company's data. Examples include third parties who provide off-site backup of electronic data; website hosting companies; credit card processing companies; paper record copying or storage providers; data destruction vendors; IT / Technology Support vendors; contractors or vendors working with customers and having authorized access to PII and/or sensitive company data.

13) **Sanctions** - All employment contracts, where applicable, should be amended to require all employees to comply with the provisions of the WISP and to prohibit any nonconforming use of PII and/or sensitive company data as defined by the WISP. Disciplinary actions will be taken for violations of security provisions of the WISP (The nature of the disciplinary measures may depend on a number of factors including the nature of the violation and the nature of the PII and/or sensitive company data affected by the violation). **See Security Policy #4 – Sanction Policy.**

14) **Bring Your Own Device (BYOD) Policy** – The Company may allow employees to utilize personally owned devices such as laptops, smartphones and tablets. If allowed, proper safeguards must be implemented to protect PII and sensitive company data that may be accessed or stored on these devices. Employees must understand what the requirements are for using personally owned devices and what safeguards are required. **See Security Policy #9 – BYOD Policy.**

**Physical Safeguards**

15) **Facility Access Controls** – The Company will implement physical safeguards to protect PII and sensitive company data. There will be physical security on facilities / office buildings to prevent unauthorized access. All systems that access or store PII and/or sensitive company data will be physically locked. Employees will be required to maintain a "clean desk" and ensure that PII and/or sensitive company data is properly secured when they are not at their desk. The Security Officer will maintain a list of lock combinations, passcodes, keys, etc. and which employees that have access to the facilities and PII and/or sensitive data. Visitors will be restricted from areas that contain PII and/or sensitive company data. **See Security Policy #10 - Facility Security Plan.**

16) **Network Security** – The Company will implement security safeguards to protect PII and sensitive company data. Safeguards include; isolating systems that access or stories and/or sensitive company data, the use of encryption on all portable devices, physical protection on portable devices, ensuring that all systems run up-to-date anti- malware, implementing network firewalls, performing periodic vulnerability scans, capturing and retaining network log files as well as ensuring that servers and critical network equipment are stored in an environmentally safe location. **See Security Policy #5 – Network Security**

**Technical Safeguards**

17) **Access Control** - Access to PII and sensitive company data shall be restricted to approved active users and active user accounts only. Employees will be assigned unique user accounts and passwords. Systems containing PII and sensitive company data should have automatic logoff procedures to prevent unauthorized access. **See Security Policy #6 – Access Control**

18) **Computer Use** – All employees will be given a Computer Use Policy that defines acceptable and unacceptable use of The Company's computing resources. Employees should be required to sign the Computer Use Policy to acknowledge acceptance of the policy. **See Security Policy #7 – Computer Use**

19) **Data Disposal** - Written and electronic records containing PII and sensitive company data shall be securely destroyed or deleted at the earliest opportunity consistent with business needs or legal retention requirements. **See Security Policy #8 – Equipment Disposal**

20) **System Activity Review** - All systems that store or access PII and sensitive company data should utilize a mechanism to log and store system activity. Periodic system activity reviews should occur and identify unauthorized access to PII and sensitive company data. Any unauthorized access should be reported to the Data Security Coordinator. **See Security Policy #3- Security Incident Response**

21) **Encryption** - To the extent technically feasible all portable devices that contain PII and sensitive company data should be encrypted to protect the contents. In addition, encryption should be used when sending any PII and sensitive company data across public networks and wireless networks. Public networks include email and Internet access.

**WISP Employee Acknowledgement**

I have read, understand, and agree to comply with the Written Information Security Policy (WISP), rules, and conditions governing the security of PII and sensitive company data. I am aware that violations of the WISP may subject me to disciplinary action and may include termination of my employment.

By signing this Agreement, I agree to comply with its terms and conditions. Failure to read this Agreement is not an excuse for violating it.

| | |
|---|---|
| Signature | Date |
| Employee's Supervisor Signature | Date |

**Emergency Policies and Procedures Appendix**

## 41. CLOSE OF BUSINESS DUE TO EMERGENCY OR DISASTER

THE PODIATRY COMPANY may close early or may not be open at all due to earthquake, tsunami, fire, gas leak, chemical contamination, tornado, hurricane, locusts, flood, famine, or other emergency or disaster. In the event of such an emergency or disaster, employees may call the Executive Director for closing announcements.

- Employees will not be paid for any period that the office is closed due to an emergency or disaster.

**Fees Appendix**

**Examination Fees**

- Certification Exam $1,750.00
- Rescheduling Fee (Missed Examination) $150.00

- In-Training Exam $250.00
- No-Show Fee $50.00
- Rescheduling Fee (Missed Examination) $100.00

**Recredentialling Fees**

- Reinstatement fee: $1750.00
- Self-Assessment Exam fee (if 5 years or older): $725.00

**Dues Fees:**

- Board Certified: $550.00
- Emeritus (Diplomates with 25+ years of membership): $175.00
- Late Fee: $100.00

**CC (Continuing Certification) Fees:**

- CC Payment Plan (included with dues)

**Verification Fees:**

- Individual verifications: $45.00 each

**Investment Appendix**

# The American Board of Podiatric Medicine

## STATEMENT OF INVESTMENT POLICY
## GOALS AND GUIDELINES

## I. Introduction

The American Board of Podiatric Medicine (ABPM) offers a comprehensive board qualification and certification process in podiatric medicine and orthopedics. Increasingly hospitals, surgical centers, managed care organizations and insurance carriers require board certification. ABPM is the only board recognized by the Joint Committee on the Recognition of Specialty Boards, under the authority of the American Podiatric Medical Association to certify in podiatric orthopedics and primary podiatric medicine.

The purpose of this document is to communicate, in writing, the investment objectives and guidelines established by the Board of Directors of ABPM. It is intended to provide a clear and accurate understanding of all investment objectives and investment guidelines. The investment policies set forth in this document were established after a thorough review by the Board of Directors of the unique needs and circumstances of ABPM, and a careful evaluation of the risk and potential returns expected from various mixes of equity, fixed income and cash equivalent securities. It is recognized that from time to time the Board of Director's expectations and objectives may change. Therefore, this investment policy statement is intended to be used as a guideline rather than a rigid statement of policy from which there can be no deviation.

## II. General Objectives

The general investment objective of ABPM is to achieve a long-term rate of return that will allow it to satisfy any distribution requirements, meet current expenses and offset the impact of inflation. In general, assets shall be invested in accordance with sound investment practices that emphasize long-term investment fundamentals. In establishing the investment objectives of ABPM, the Board of Directors has taken into account the time horizon available for investment and the nature of ABPM's financial commitments (both current and future).

To achieve these objectives, the Board of Directors seeks to create a well-diversified and balanced portfolio of high quality equity, fixed income and cash equivalent securities. To better assure that all investments are managed in both a prudent and professional manner and in compliance with these guidelines, the Board of Directors has determined that they may secure an investment advisor to assist them with the process. In turn, the investment advisor may provide guidance to the Board of Directors regarding asset allocation, withdrawal guidelines and may recommend investment managers who will direct the investment of all or a portion of ABPM's assets.

## III. Investment Advisor Responsibilities

Within the guidelines and restrictions set forth herein, an investment advisor retained by the Board of Directors may manage funds on either a discretionary or non-discretionary basis, and may be compensated on a commission, fee or other basis, as determined by whatever contract is entered into with said manager. An investment advisor may, but will not necessarily be, considered a fiduciary, with the ultimate determination dependent upon whatever contract governs the relationship with the advisor. An investment advisor is expected to provide any reasonable information requested by the ABPM Finance Committee or the Board of Directors, and will meet with the Board of Directors or the ABPM Finance Committee no less than annually to review investment performance and strategy relative to this investment policy statement. The investment advisor may recommend the use of various

investment managers to oversee different parts of the investment portfolio (e.g., international equities, U.S. equities, fixed income, etc.).

## IV. Investment Guidelines

*Asset Allocation Guidelines*

The Board of Directors recognizes the necessity of a long-term vision when formulating the overall investment policy and strategy. However, shorter-term investment goals may from time to time be established, as necessitated by financial commitments and obligations of ABPM. With that said, portfolio assets will, under normal circumstances, be allocated across broad asset and sub-asset classes in accordance with the following guidelines, with each category having its own specific guidelines.

### Operating Fund

The purpose of the Operating Fund is to provide sufficient cash to meet the day-to-day financial obligations of ABPM in a timely manner. It is expected that the Operating Fund will contain a minimum of 90 days of expenses at all times. 90 days of total expenses is defined as the greatest of: 1) the total expenses over the trailing 12 months divided by four, 2) the total expenses over the trailing 36 months divided by 12, or 3) the forecasted annual expenses for the current fiscal year divided by four. Because ABPM has considerable ongoing revenue, if the annual revenues become irregular, or are anticipated to possibly decline, the Operating Fund should be increased accordingly. Additionally, if projected expenses are expected to increase materially relative to historical expenses, the Operating Fund should be increased accordingly.

The investment objectives of the Operating Fund are:

- Preservation of Capital;
- Liquidity; and
- The optimization of investment returns within the constraints above.

The allowable investments for the Unrestricted Fund are:

- Interest bearing savings account;
- Certificates of Deposit at insured commercial banking organizations;
- Money market funds;
- Interest bearing checking accounts;
- Direct obligations of the U.S. Government, its agencies and instrumentalities; and/or
- Mutual funds and money market funds that invest in the above listed securities.

*Note: For convenience, the Operating Fund may be comprised of multiple accounts which are aggregated to meet the specific minimum amount described above.*

### Short-Term Reserve Fund ("Short-Term Reserve")

The purpose of the Short-Term Reserve Fund is to meet the expenses occurring as a result of unanticipated activities. The Short-Term Reserve Fund should maintain no less than 90 days of expenses at all times, with a target range of 90-180 days of expenses. While the investment objectives and allowable investments are the same as the Operating Fund, the Short-Term Reserve Fund should be segregated from assets maintained for regular and ongoing expenditures. Because ABPM has

considerable ongoing revenue, if the annual revenues become irregular, or are anticipated to possibly decline, the Short-Term Reserve Fund should be increased accordingly.

## Long-Term Reserve Fund

The purpose of the Long-Term Reserve Fund is to provide secure long-term funding for the mission of ABPM. The assets of the Long-Term Reserve Fund shall be managed in such a way as to facilitate the organization's goals and objectives as outlined by the Board of Directors. Because ABPM is currently supported by operating revenue, it is not expected that withdrawals from the Long-Term Reserve Fund will be necessary for ongoing operations at this time. If that is to change, this investment policy needs to be adjusted accordingly. Expenditures of principal from the Long-Term Reserve Fund are only allowed following approval of the Board of Directors.

In order to meet its needs, the investment strategy of the Long-Term Reserve Fund is to emphasize total return; that is, the aggregate return from capital appreciation and dividend and interest income. Specifically, the primary objective in the management of the Long-Term Reserve Fund shall be:

- Long-term growth of capital – To emphasize the long-term growth of principal while avoiding excessive risk. Short-term volatility consistent with the volatility of a comparable market index is anticipated, though management should strive to contain it.
- Preservation of purchasing power – To achieve returns in excess of the rate of inflation plus spending over the investment time horizon in order to preserve purchasing power. Risk control is an important element in the investment of funds.

## Investment Guidelines

*General Principles*

Investments shall be made solely in the interest of ABPM. The assets shall be invested with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in like capacity and familiar with such matters would use in the investment of a like fund. Investment of these funds shall be so diversified as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. As described previously, ABPM, with the assistance of their investment advisor, may employ one or more investment managers of varying styles and philosophies to attain the Long-Term Reserve Fund's objectives. Cash is to be employed productively at all times by investment in short-term cash equivalents to provide safety, liquidity and return.

## Specific Investment Goals

*Diversification*

Management of the Long-Term Reserve Fund shall be in accordance with the following asset allocation ranges, while maintaining a minimum fixed income and cash allocation of 5-7 years of anticipated withdrawals.

| Broad Asset Class | Minimum | Maximum | Current Target |
|---|---|---|---|
| Equities | 25% | 75% | 50% |
| Fixed Income and Cash | 25% | 75% | 50% |

| Sub-Asset Class | Minimum | Maximum |
|---|---|---|
| Large Cap Growth | 5% | 25% |
| Large Cap Value | 5% | 25% |
| Mid Cap Growth | 0% | 20% |
| Mid Cap Value | 0% | 20% |
| Small Cap Growth | 0% | 5% |
| Small Cap Value | 0% | 5% |
| Developed International | 15% | 35% |
| Emerging Markets | 0% | 10% |
| Alternatives | 0% | 20% |
| U.S. Fixed Income | 15% | 75% |
| International Fixed Income | 0% | 10% |
| Cash | 0% | 10% |

*Note: For the purpose of determining allocation percentages, large core, mid core and small core investment styles will be divided evenly between the corresponding growth and value styles.*

Further, it is understood that the target allocation will need to be adjusted from time to time, as necessitated by changes in economic and market conditions and the goals of ABPM. Finally, the target allocation is to be revisited by the Board of Directors with their investment advisor regularly, but no less than annually, to determine if modifications are warranted, and/or rebalancing to the target allocation is required.

*Additional Diversification Guidelines*
Diversification across and within asset classes is the primary means by which the Board of Directors expect the portfolio to avoid undue risk of large losses over long time periods. To protect the portfolio against unfavorable outcomes within an asset class due to the assumption of large risks, the Board of Directors will take reasonable precautions to avoid excessive investment concentrations.

With the exception of fixed income investments guaranteed by the U.S. government, and except as allowed for elsewhere in this document, no single investment security shall represent more than 10% of total portfolio assets. With the exception of passively managed investment vehicles seeking to match the returns on a broadly diversified market index, no single investment pool or investment company (mutual fund) shall comprise more than 20% of total portfolio assets. With respect to fixed income investments, while a portion of the portfolio may be comprised of speculative grade issues, the minimum average credit quality shall be investment grade (Standard & Poor's BBB or Moody's Baa or higher).

*Other Guidelines*
Unless expressly permitted and directed by the Board of Directors, the portfolio and its investment advisor are prohibited from:

1. Trading securities on margin or executing short sales;
2. Pledging or hypothecating securities;
3. Purchasing or selling derivative securities for speculation or leverage;
4. Purchasing or selling commodity futures;
5. Trading warrants (except for liquidating transactions of warrants received);
6. Engaging in any investments that could jeopardize the charitable purpose of the organization;
7. Maintaining excess business holdings; and
8. Engaging in any transaction that could negate, impair or revoke the organization's tax-favored status, including, but not limited to, self-dealing.

*Performance Evaluation*
The Board of Directors or its designee will review, with their investment advisor, investment performance and compliance with stated investment policies on an annual basis.

## V. Policy Review

The Board of Directors will review this Statement of Investment Policy and any addenda periodically and amend it to reflect any changes in philosophy or objectives.

Adopted this _ day of _ , 20_

_____
Signatory

_____
Signatory

_____
Signatory

_____
Signatory

_____
Signatory

# Pearson VUE Candidate Rules Agreement

Please review and sign the following test rules agreement. Contact the TA if you have any questions. The term TA will be used in this document to mean test administrator, invigilator, and proctor.

1. **No** personal items, including but not limited to mobile phones, hand-held computers/personal digital assistants (PDAs) or other electronic devices, pagers, watches, wallets, purses, firearms or other weapons, hats (and other non-religious head coverings), bags, coats, jackets, eyeglass cases, pens, or pencils, are allowed in the testing room. **No** barrettes or hair clips that are larger than 1/4 inch (1/2 centimeter) wide and headbands or hairbands that are larger than 1/2 inch (1 centimeter) wide are allowed in the testing room. **No** jewelry that is removable and larger than 1/4 inch (1/2 centimeter) wide is allowed in the testing room. **No** books and/or notes are allowed in the testing room unless authorized by the test program sponsor for your use during the test. You must store all personal items in a secure area as indicated by the TAor return them to your vehicle. If you refuse to store your personal items, you will be unable to test, and you will lose your test fee. All electronic devices must be turned off before storing them in the designated secure area.

2. You will be asked to empty your pockets for the purpose of allowing the TA to verify that nothing is in them. If you have hair that covers your ears, you may be asked to show them for the purpose of allowing the TA to verify that no Bluetooth devices are present. The TA may also ask you to roll up your sleeves to verify that you have no writing on your arms. Before you enter the testing room, you will be asked to pat yourself down (for example: arms, legs, and waistline) to show there is nothing hidden on your body. The test center is not responsible for lost, stolen, or misplaced personal items. **Studying IS NOT allowed in the test center.**

3. Some test program sponsors require TAs to collect a digital photograph and/or digital signature and may digitally authenticate your ID. This is done to verify each candidate's identity and to protect the security and integrity of the test. If required, the TA will obtain this information from you before you enter the testing room. You understand that if there are discrepancies during the check-in process you may be prohibited from entering the testing room, you may not be allowed to reschedule your test appointment, and you may forfeit your test application fee.

   The identification requirements used during the check-in process are defined by the test sponsor, and the TA has no flexibility to add, delete, or alter this process. Upon entering and being seated in the testing room, the TA will provide you with those materials authorized by the test program sponsor for your use during the test to make notes or calculations on, and you will be provided any other material as specified by the test program sponsor. **You may not remove any of these materials from the testing room or begin writing on your note board until your test has-been started.** If you need new or additional materials during the test, you must raise your hand. You must return all items and materials to the TA immediately following the test.

4. The TA will log you into your assigned workstation. You will verify that you are taking the intended test that you registered to take. Unless otherwise instructed, you must remain in your assigned seat until escorted out of the testing room by a TA.

5. Once you have entered the testing room, you may not communicate with other candidates. Any disruptive, threatening, or fraudulent behavior in the testing room may be grounds for terminating your test, invalidating your test results, or disqualifying you from taking the test at a future date.

6. You understand that eating, drinking, chewing gum, smoking, and/or making noise that creates a disturbance for other candidates is prohibited during the test.

7. To ensure a high level of security throughout the testing experience, you will be monitored at all times. Both audio and video may be recorded.

8. A Non-Disclosure Agreement or other security statement may be presented to you before the test begins. If so presented, you must read, acknowledge, and agree to the terms and conditions of such document within the specified time limit, if applicable, in order to begin your test. Should you not agree, you will not be permitted to proceed with taking the test and you may forfeit your test fee. If you select "DECLINE," your test session will immediately end.

**9.** Break policies are established by the test program sponsor. Some tests may include scheduled breaks and, if so allowed, instructions will appear on the computer screen at the appropriate time. It is important to note that whether or not the test time stops depends on the test program sponsor's policy. If you take an **unscheduled break** at any other time or if you take a break during a test in which the test program sponsor has not scheduled a break, the test time will **not** stop. The TA will set your workstation to the break mode, and you must take your ID with you when you leave the room. The TA will check your ID before escorting you back to your seat and will then resume your test.

**10.** If you are taking **any break, you MUST receive permission from the TA PRIOR to accessing personal items that have been stored** (with the exception of comfort aids, medication, and food, which you may access without permission). Unless specifically permitted by the test program sponsor, personal items that cannot be accessed during **any break** include but are not limited to mobile phones, test notes, and study guides.

**11.** You must leave the testing room for all breaks. **If you want to leave the test center building during any breaks, verify with the TA whether your test program sponsor permits you to leave the building.**

**12.** You must follow all of the appropriate check-in and check-out processes as defined by your test program sponsor. This may include the need to show identification when leaving and re-entering the testing room. Before re-entering, you will be asked to pat yourself down again (for example: arms, legs, and waistline) to show there is nothing hidden on your body. Unless otherwise instructed, the TA will escort you to your assigned workstation and resume the test for you so that you may continue with your test.

**13.** If you experience any problems or distractions or if you have other questions or concerns, you must raise your hand, and the TA will assist you. The TA cannot answer questions related to test content. If you have concerns about a test question or image, make a note of the item (question) number, if available, in order for the item to be reviewed.

**14.** After you finish the test, you may be asked to complete an optional on-screen evaluation.

**15.** Unless otherwise instructed, after you have completed the test you must raise your hand, and the TA will come to your workstation and verify that your test session has ended properly. Depending on the type of test taken, the test program sponsor may display your test score on the computer screen after you have completed the test; or you may be provided with a printed score report; or you may be provided with a confirmation notice indicating that you have completed the test program sponsor's test. If printed information is to be provided to you, you must present your ID again to the TA and return any and all materials supplied to you prior to the beginning of your test. You must not leave any materials at your testing workstation after you have completed your test.

**16.** You may not remove copies of test questions or test answers from the testing center, and you may not share or discuss with anyone all or any of the test questions or test answers you saw or viewed during the taking of the test. If you do not abide by these rules, if you tamper with the computer, or if you are suspected of cheating, appropriate action will be taken, including the possibility of the test program sponsor taking action against you.

**Your Privacy:** Your test results will be encrypted and transmitted to Pearson VUE and the test sponsor. The test center does not retain any information other than when and where your test was taken. The Pearson VUE Privacy and Cookies Policy provides additional information, which you can obtain by visiting the Pearson VUE website at www.pearsonvue.com or by contacting the Pearson VUE call center.

**By signing below or providing a digital signature:**

- I give Pearson VUE my explicit consent to retain and transmit my personal data and test responses to Pearson VUE located in the U.S. and to the test sponsor (either of which may be outside of the country in which I am testing).
- I understand the information provided above and agree to follow these rules in addition to any other program rules Imay have agreed to during my registration for this test.
- I understand that if I do not follow the rules or I am suspected of cheating or tampering with the computer this will be reported to Pearson VUE and the test sponsor, and I acknowledge and understand that my test may be invalidated, and the sponsor may take other action such as decertifying me, and I will not be refunded my test fee.

Name (Please print):_____ Date: _____

Signature_____ Exam:_____