

LEARNER HANDBOOK

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REGISTRATION

General Registration Requirements

A learner may be registered for a Nasium Training course or series upon satisfying applicable registration requirements as determined by the learner's employer and any applicable external requirements. As a general matter, Nasium Training registration requirements include:

- 1. Completion of the Learner Policy Acknowledgement and agreement to all applicable Terms and Conditions.
- 2. Continuous employment with the sponsoring employer throughout the training in a position designated by the employer as eligible for the training.
- 3. Learners must be at least 18 years of age.
- 4. High school diploma, GED, or equivalent (may be waived by the employer in certain situations).
- a. A high school diploma or equivalent may be required for employment and/or professional certification or licensure, and successful completion of a Nasium Training course or series may require reading, math, and other skills at the post-secondary level. Nasium Training is not responsible for any consequences that may arise with the learner's employer or other external entity from the learner's inability to produce proof of high school graduation or its equivalent.
- 5. Ability to read, write, and speak the English language with sufficient proficiency to comprehend, participate, and succeed in training.

Special Medical Requirements

The learner acknowledges that they are in good physical health and shows no evidence of any communicable condition that would jeopardize the health of other learners or the Nasium Training staff. Learners must be physically capable of performing the training in which they are registered.

If required by a clinical experience site, a learner must have satisfactory health status. Nasium Training highly recommends that those at risk consider the advantages of immunization and decide to receive the series from their own physician or area health department. Learners should be aware that some clinical experience sites may require certain immunizations and that declining such immunizations may impede the learner's ability to complete training.

Learners should be aware that some clinical experience sites may require the learner to be covered by health insurance, and not having such insurance may prohibit the learner from participating in clinical experiences and successfully completing the program.

Learners registered in a course or series involving clinical care of patients may be required by Nasium Training to demonstrate the competencies of the series, which can include bending, walking, and standing as required for their occupations. Throughout the series, including clinical experience, Nursing Assistant and Patient Care Technician learners must also be able to demonstrate competencies related to lifting and positioning patients. Some series may have additional requirements.

Certification, Licensing, State, and National Board Examinations

Certification may be required by employers. In cases where the employer has paid for certification preparation, Nasium Training prepares learners to sit for the certification examination(s) designated by their employer.

Requirements of certification, state board, or national board licensing examinations are dictated by bodies outside of Nasium Training and, as such, these requirements may change during a learner's training. Although certain Nasium Training series may be designed to prepare learners to take various certification and licensing examinations, Nasium Training cannot guarantee learners will be eligible to sit for or pass these examinations.

Nasium Training does not guarantee registration, certification, licensing, or job placement. In some states, professional certification examinations must be taken and passed to be eligible to work in fields such as pharmacy technician or nursing assistant. Other states may have licensing requirements. It is the learner's responsibility to verify these

requirements in partnership with their employer.

Furthermore, states, employers, and various other agencies may require a criminal background check and/or drug testing before a learner can be placed in a clinical experience or clinical setting, or take professional licensing, certification, or registration examinations. Learners who have prior felony convictions or misdemeanors may be denied the opportunity to take professional licensing, certification, or registration examinations by the state or licensing body. These learners may also be denied a license or certification to practice in some states, even if the certification or licensing examination is taken and successfully completed. Learners are responsible for inquiring with their employer and appropriate agencies about current requirements prior to registering in the series of their choice. If the learner's circumstances change, they are responsible for inquiring with the appropriate agencies at the time of making a n application for certification or licensure, and learners are responsible for notifying their employer and Nasium Training.

Nasium Training's agreement with an employer typically covers payment of the corresponding series certification/licensure examination fee (if applicable) once all requirements have been met, prior to sitting for the exam. Nasium Training's contract with an employer typically covers the initial certification fee and one retake, if needed. Learners should speak with their employer or contact support@nasiumtraining.com to inquire about requirements for specific training series.

To achieve eligibility for coverage of the examination fee, learners may be required to achieve a minimum score on related practice examinations and sit for the exam within three months after series completion. Examinations are offered through the National Healthcareer Association (NHA), Prometric, and other testing providers.

Nasium Training will provide required documentation to state regulating and certifying bodies as requested and as required. Questions regarding this process can be directed via email to <u>support@nasiumtraining.com</u>.

Course Exemption for Previous Certification

In some cases, as approved by the paying employer, Nasium Training will allow a learner to provide proof of certification to excuse the learner from the online learning portion of the respective certification training course. Allowable certifications must be issued by a nationally recognized certifying body and cover an equivalent certification to the o ne identified by the employer for which the Nasium Training course(s) prepare learners. Learners must provide Nasium Training with a copy of proof of current certification. Clinical competency in the respective subject area will be assessed during the lab course; excusing the learner from the lab course must be approved by the lab instructor, the employer partner, and Nasium.

Proof of current certification must be emailed to <u>support@nasiumtraining.com</u> prior to the learner's registration in the series.

Criminal Background Checks and Illicit Drug Testing

Nasium Training makes no representation regarding its learners' ability to sit for or obtain licensure or certification in any professional field. If learners have or in the future obtain a criminal conviction record, learners may not qualify for professional licensing or credentialing and may have difficulty finding new or maintaining current employment. Nasi um Training does not perform criminal background checks, nor does Nasium Training test learners for illicit drug use. Learners may be subject to such checks by their employers.

Disability Accommodation

Nasium Training complies with disability nondiscrimination and accommodation laws, including (as applicable) the Americans with Disabilities Act and state and local requirements regarding learners with disabilities. Qualified learners with disabilities (as defined under applicable law) who meet technical and academic standards at Nasium Training may be entitled to reasonable accommodations.

Learners wishing to disclose a disability and seek accommodation in the context of their Nasium Training course or series

should contact support@nasiumtraining.com.

Nasium Training will engage in an interactive process with each learner who requests accommodations. It is the responsibility of the learner to initiate the process by self-disclosing a disability to Nasium Training and identifying what accommodation is being requested. Learners have the right and responsibility to:

- Choose whether to disclose their disability. If the learner does not want to disclose a disability or does not need or want accommodations, the learner is not required to disclose or request accommodations.
- Request accommodations. If the learner feels the functional limitations of a disability create unnecessary barriers that could be mitigated by reasonable accommodations, the learner has the right to make a request.
- Provide documentation, if requested, of the disability and how it impacts the learner's academic performance. Nasium Training requests supporting documentation from a medical professional who has evaluated an individual's disability which provides the official basis of the learner's assertion that they are a person with a disabling condition.
- Communicate in a timely manner with Nasium Training about a disability, accommodations, and/or what is or is not working. Accommodations are not provided retroactively; therefore, learners are encouraged to contact Nasium Training as soon as possible to request accommodations.
- Contact Nasium Training immediately if the learner has any concerns or feels there is discrimination because of a disability.

Nasium Training considers requests from pregnant learners under this same procedure; learners who are pregnant or who have pregnancy-related conditions and wish to seek accommodations should contact support@nasiumtraining.com.

Note that Nasium Training is not required to fundamentally alter the nature of a training course or series to accommodate learners. All learners must disclose the request for accommodations during the training program to their employer.

Nondiscrimination

Nasium Training does not discriminate on the basis of race, color, religion, national origin, age, disability, sex (including pregnancy or pregnancy-related conditions), gender, sexual orientation, marital status, genetic information, or military/veteran status in the operation of its training and related services. Sexual harassment is a prohibited form of sexual discrimination under this policy. Nasium Training prohibits retaliation against individuals who oppose discrimination described in this policy, or who participate in investigations or other proceedings involving allegations of discrimination.

For questions or concerns regarding Nasium's Nondiscrimination policy, please contact support@nasiumtraining.com.

Sexual Harassment Prohibited by Title IX

A. Scope

This policy applies to conduct of which School has Actual Knowledge, and that:

- meets the definition of Sexual Harassment;
- occurs in UMA or Al's Educational Programs or Activities; and
- is against a person in the United States.

Capitalized terms have the meaning assigned in this policy.

This policy is one component of School's commitment to a discrimination-free work and educational environment. Conduct that does not fall into the scope of this policy may fall under the scope of another policy, for example the Non-Discrimination and Non-Harassment policy applicable to team members of UMAE and AIE, or the Code of Conduct for Students policies applicable to students of UMA or AI, and may be subject to procedures associated with those other policies.

B. Definitions

Below are key definitions relating to Sexual Harassment:

"Actual Knowledge" means provision of notice of Sexual Harassment or allegations of Sexual Harassment to the Title IX Coordinator, or to another UMA or AI official with the authority to institute corrective measures on behalf of School. Those other officials with the authority to institute corrective measures on behalf of UMA are the Campus President of UMA's Clearwater campus and the UMAE or UMA Associate Title IX Coordinators. For convenience, all individuals with the authority to institute corrective measures on behalf of UMA can be reached through UMATitleIX@ultimatemedical.edu. Those other officials with the authority to institute corrective AI campus and the AI Associate Title IX Coordinators. For convenience, all individuals of AI are the Campus Presidents of the respective AI campus and the AI Associate Title IX Coordinators. For convenience, all individuals with the authority to institute corrective measures on behalf of AI are the Campus Presidents of the respective AI campus and the AI Associate Title IX Coordinators. For convenience, all individuals with the authority to institute corrective measures on behalf of AI can be reached through Individuals with the authority to institute corrective measures on behalf of AI can be reached through TitleIX@americaninstitute.edu. Actual Knowledge is not present where the Respondent of an allegation of Sexual Harassment is the only School official with knowledge.

"AI" means American Institute, as operated by AI Education, LLC ("AIE").

"Associate Title IX Coordinator" A School team member appointed by the Title IX Coordinator who is responsible for assisting in the administration of this policy. The mailing address for all Associate Title IX Coordinators is 9309 N. Florida Ave., Tampa, FL 33612. The Associate Title IX Coordinators are:

- For UMAE team member issues: Sabrina Griffith Jackson (<u>sgriffith@ultimatemedical.edu</u> or 813-363-2096), Tinita Wright (<u>tihamilton@ultimatemedical.edu</u> or 813-388-4781), and Kayla Crouse (<u>kcrouse@ultimatemedical.edu</u> or 813-283-6800).
- For UMA student issues, Lisa McClure (Imcclure@ultimatemedical.edu or 813-676-1653).
- For AIE team member issues, Christine Bry (cbry@americaninstitute.edu or 484-332-9516)
- For AI student issues, Christine Partite (cpartite@americaninstitute.edu or 848-207-7650) for AI student issues.

"*Clery Act*" refers to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. Section 1092(f); 34 C.F.R. Part 668.46. The Clery Act requires each School to compile statistics for (among other things) incidents of Sexual Harassment.

"Complainant" means an individual who is alleged to be the victim of Sexual Harassment. To file a Formal Complaint, a Complainant must be participating in or attempting to participate in School's Educational Program or Activities.

"Consent" means words or actions that show a knowing and voluntary willingness to engage in mutually agreed-upon sexual activity. Consent cannot be gained by force, intimidation, or coercion; by ignoring or acting in spite of objections of another; or by taking advantage of the Incapacitation of another where the Respondent knows or reasonably should have known of such Incapacitation. Consent is also absent when the activity in question exceeds the scope of Consent previously given. Past Consent does not imply present or future Consent. Silence or an absence of resistance does not imply Consent. Consent can be withdrawn at any time by either Party by using clear words or actions. Intoxication due to use of alcohol or drugs may impair an individual's capacity to Consent freely and may render an individual incapable of giving Consent.

"Educational Programs or Activities" means a School-sponsored location or event, or other circumstance over which School exercised substantial control over both the context and the Respondent to an allegation of Sexual Harassment. School's online course environment is explicitly included in this definition.

"Formal Complaint" means a document filed by and signed by either the Complainant or the Title IX Coordinator that alleges Sexual Harassment against a Respondent and requests that School, UMAE, or AIE investigate the allegation. A Formal Complaint can be filed with the Title IX Coordinator, an applicable Associate Title IX Coordinator in person, via email, or via mail or to UMATitleIX@ultimatemedical.edu for UMA and UMAE or TitleIX@americaninstitute.edu for AI and

AIE. An electronic submission that indicates that the Complainant is the one filing the formal complaint will be considered to be signed by the Complainant for purposes of this policy. Where the Title IX Coordinator files and signs a Formal Complaint, the Title IX Coordinator is not considered to be a Complainant.

"Incapacitation" means the physical and/or mental inability to make informed, rational judgments. Incapacitation can result from mental disability, sleep, involuntary physical restraint, status as a minor under the age of 16, or from intentional or unintentional taking of alcohol and/or other drugs. Whether someone is Incapacitated is to be judged from the perspective of an objectively reasonable person.

"Parties" or "Party" means the Complainant and/or Respondent.

"Respondent" means an individual who has been reported to be the perpetrator of Sexual Harassment. To be a Respondent subject to this policy, an individual must be under School's substantial control. If during an investigation or hearing into a Formal Complaint, a Respondent ceases being a School team member or student, School may dismiss the Formal Complaint.

"School" means UMA or AI as applicable to a student Complainant and/or Respondent and UMAE or AIE as to a team member Complainant and/or Respondent.

"Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following: (1) a team member conditioning the provision of an aid, benefit, or service from School on the Complainant's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, <u>and</u> objectively offensive that it effectively denies the Complainant equal access to a School Education Program or Activity; or (3) the following crimes defined under the Violence Against Women Act: "sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Supportive Measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent before or after the filing of a Formal Complaint, or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to School's Education Programs or Activities without unreasonably burdening the other Party, including measures designed to protect the safety of all Parties or the educational environment, or deter Sexual Harassment. Examples of Supportive Measures are: counseling, extensions of deadlines or other course-related or work-related adjustments, modifications of work or class schedules, escort services while on School premises, mutual restrictions on contact between the Parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. School will maintain as confidential any supportive measures provided to a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair School's ability to provide the Supportive Measures. The Title IX Coordinator and Associate Title IX Coordinators are responsible for coordinating the effective implementation of Supportive Measures.

"Title IX" refers to the federal statute and associated regulation promulgated by the U.S. Department of Education which govern the efforts of educational institutions to maintain campuses free from sex and gender discrimination, including Sexual Harassment.

"Title IX Coordinator" refers to the team member who is ultimately responsible for overseeing School's compliance with Title IX. The Title IX Coordinator is Sue Edwards (<u>sedwards@ultimatemedical.edu</u> or 813-387-6784). The mailing address for the Title IX Coordinator is 9309 N Florida Ave #100, Tampa, FL 33612.

"UMA" means Ultimate Medical Academy, as operated by UMA Education, Inc. To the extent that Nasium Training activities are not conducted from a separate legal entity within UMA Education, Inc., such operations are included within the scope of this policy.

"United States" means physical location within one of the fifty United States, the District of Columbia, or territories of the

United States of America.

C. Prohibition on Sexual Harassment

As required by Title IX, School expressly prohibits discrimination on the basis of sex, including Sexual Harassment, in its Educational Programs and Activities and is committed to fostering an environment for both students and team members where Sexual Harassment is promptly reported, Supportive Measures are offered as appropriate, and any Formal Complaints are resolved in a fair and timely manner.

Regardless of the definitions provided in this policy, those who believe they are victims of Sexual Harassment should seek immediate medical and/or safety assistance as appropriate and report the incident as soon as possible as described below. Information regarding resources and options available to victims can be found through the following resources:

- For team members:
 - Employee Assistance Program (confidential resources available) <u>https://www.mutualofomaha.com/eap</u>; 800.316.2796
- For students:
 - UMA's Student Guidance Center (confidential resources available) <u>https://www.ultimatemedical.edu/help;</u> (web id: UMASAP) or 866.797.1622 (open 24/7)
 - American Institute: If the residence-based information in this section below does not apply, please see the Campus Director/Director of Education for resources.
 - Nasium Training: If the residence-based information in this section below does not apply, please email support@nasiumtraining.com.
- For residents of the Tampa Bay area:
 - The Spring of Tampa Bay <u>https://www.thespring.org</u>; 813.247.7233 (open 24/7)
 - CASA (Community Action Stops Abuse) of St. Petersburg <u>https://www.casa-stpete.org</u>; 727.895.4912 (open 24/7)
 - Crisis Center of Tampa Bay https://www.CrisisCenter.com; 813.694.1964 or 211 (open 24/7)
- For residents of the Cherry Hill area:
 - o Camden County Domestic Violence Center 311 Market St. Camden, NJ 08102 (856) 227-1234
 - Jewish Family & Children's Service of Southern New Jersey SARAH Project 1301 Springdale Rd, Suite 150, Cherry Hill, NJ 08003 (856) 424-1333; ask for "Sarah"
 - o Child Abuse Hot Line- Division of Youth & Family Services (800) 792-8610
 - $\circ~$ Statewide NJ Coalition for Battered Women 800-572-7233
 - o Battered Lesbian Hotline (NJ only) 800-224-0211
 - Women Against Abuse 866-723-3014 (PA)
 - Women In Transition 866-723-3014 (PA)
 - o Domestic Abuse Project Delaware Co. 610-565-4590 (PA)
- For residents of the Clifton area:
 - $\circ~$ Passaic County Women's Center- Shelter for Assault & Abuse (973) 881-1450 $\,$
 - o Post-Partum Depression Hotline (800) 328-3838
 - $\circ~$ Child Abuse Hot Line- Division of Youth & Family Services (800) 792-8610
 - o Parent 24 Hr. Stress Line (800) 843-5437
 - $\circ~$ Statewide NJ Coalition for Battered Women 800-572-7233
 - o Battered Lesbian Hotline (NJ only) 800-224-0211
 - Child Abuse Hotline 877-NJ-ABUSE Child Support Assistance 877-NJ-KIDS1
 - o Strengthen Our Sisters, Ringwood- women's shelter (973) 728-0007
 - o Child Abuse Hot Line- Division of Youth & Family Services (800) 792- 8610
 - \circ $\,$ Statewide NJ Coalition for Battered Women 800-572-7233 $\,$
 - Bergen County Alternatives to DV 201-336-7575
 - o Shelter Our Sisters 201-944-9600
 - o Family Violence Program 973-484-4446
 - o The Rachel Coalition 973-740-1233

- New Jersey Coalition Against Sexual Assault, 800-601-7200
- East Orange Crisis Intervention Unit 973-672-9685
- o Edison Rape Crisis Intervention Center 732-452-5900
- o Hackensack Bergen County Rape Crisis Center 201-487-2227
- o Jersey City Medical Center 201-433-6161
- Morristown Morris County Sexual Assault Center 973-829-0587
- Newark Safe & Sound Rape Crisis Center 973-972-1325
- Paterson Passaic County Women's Center 973-881-1450
- For residents of the Somerset area:
 - o Post-Partum Depression Hotline (800) 328-3838
 - o Child Abuse Hot Line- Division of Youth & Family Services (800) 792-8610
 - o Parent 24 Hr. Stress Line (800) 843-5437
 - o Statewide NJ Coalition for Battered Women 800-572-7233
 - Battered Lesbian Hotline (NJ only) 800-224-0211
 - o Child Abuse Hotline 877-NJ-ABUSE
 - Child Support Assistance 877-NJ-KIDS1
 - o Manavi for South Asian Women 908-687-2662
 - Bergen County Alternatives to DV 201-336-7575
 - Northeast New Jersey Legal Services 201-487-2166
 - o Office of Victim-Witness Advocacy 201-646-2057
 - o Shelter Our Sisters 201-944-9600
 - Alternatives to Domestic Violence 201-487-8484
 - Essex County Council of Jewish Women 973-997-WISN
 - Essex-Newark Legal Services 973-824-3000
 - Family Violence Program 973-484-4446
 - Office of Victim-Witness Advocacy 973-621-4707
 - o The Rachel Coalition 973-740-1233
 - o The Safe House 973-759-2154
 - Hudson County Christ Hospital Mental Health 201-795-837
 - o 3 Northeast Legal Services 201-792-6363
 - Office of Victim-Witness Advocacy 201-795-6400
 - Women Rising Hotline (YWCA) 201-333-5700
 - Women's Referral Central 800-322-8092
 - Morris County Battered Women's Services 973-267-4763
 - o Care Program 973-971-4715
 - Legal Services of Northwest Jersey 973-285-6911
 - Office of Victim-Witness Services 973-285-6200
 - Passaic County Northeast Jersey Legal Services 973-523-2900
 - Office of Victim-Witness Advocacy 973-881-4887
 - Strengthen Our Sisters 973-728-0007
 - Women's DV Program 973-881-1450
 - Union County Central Jersey Legal Services 908-354-4340
 - Office of Victim-Witness Advocacy 908-527-4500
 - Project Protect 908-355-4357
 - New Jersey Coalition Against Sexual Assault, 800-601-7200
 - East Orange Crisis Intervention Unit 973-672-9685
 - Edison Rape Crisis Intervention Center 732-452-5900
 - Hackensack Bergen County Rape Crisis Center 201-487-2227
 - Jersey City Medical Center 201-433-6161
 - o Morristown Morris County Sexual Assault Center 973-829-0587
 - Newark Safe & Sound Rape Crisis Center 973-972-1325
 - o Paterson Passaic County Women's Center 973-881-1450
 - For residents of the Toms River area:

- o Post-Partum Depression Hotline (800) 328-3838
- o Child Abuse Hot Line- Division of Youth & Family Services (800) 792-8610
- o Parent 24 Hr. Stress Line (800) 843-5437
- \circ Statewide NJ Coalition for Battered Women 800-572-7233
- o Battered Lesbian Hotline (NJ only) 800-224-0211
- Child Abuse Hotline 877-NJ-ABUSE
- Child Support Assistance 877-NJ-KIDS1
- o Catholic Charities Diocese of Trenton 732-244-8259
- Coalition Against Rape and Abuse 609-522-6489
- o Dottie's House 732-262-2009
- For residents of the West Hartford area:
 - o ABC Women's Ctr Incorporated: (860) 344-9292 180 E Main St, Middletown, CT
 - $\circ~$ Alternative Living Center: (860) 714-3705, 56 Coventry St, Hartford, CT 06112 $\,$
 - $\circ~$ Covenant to Care: (860) 243-1806, 120 Mountain Ave, Ste 212, Bloomfield, CT
 - $\circ~$ Jewish Family Services: (860) 236-1927 333 Bloomfield Ave, Ste A, West Hartford, CT
 - \circ Manchester Domestic Violence: (860) 645-4033, Manchester, CT
 - $\circ~$ My Sisters' Place: (860) 895-6629, 221 Main St, Hartford, CT 06106
 - o Prudence Crandall Ctr-Women: (860) 225-6357, 594 Burritt St, #1, New Britain, CT
 - o Rape Crisis Service: (860) 635-4424 29 Crescent St, Middletown, CT
 - o Prudence Crandall Ctr-Women: (860) 225-6357, 594 Burritt St, #1, New Britain, CT
 - o Rape Crisis Service: (860) 635-4424 29 Crescent St, Middletown, CT
 - o Connecticut Alliance to End Sexual Violence: (860) 282-9881, 96 Pitkin St, East Hartford, CT 06108
 - o Connecticut Domestic Violence Hotline 1-888-774-2900 English, 1-844-831-9200 Spanish
 - Connecticut Coalition Against Domestic Violence (888) 774-2900
 - Post-Partum Depression Hotline (800) 328-3838
 - Child Abuse Hot Line- Division of Youth & Family Services (800) 792-8610
 - Parent 24 Hr. Stress Line (800) 843-5437
- For all:
 - o RAINN (Rape, Abuse & Incest National Network), the nation's largest anti-sexual violence organization
 - The National Sexual Assault Hotline: 800.656.HOPE (4673) (open 24/7)
 - Online chat: <u>https://hotline.rainn.org/online</u>
 - State specific resources can be found at <u>https://www.rainn.org/state-resources</u>

D. How to Make a Report of Sexual Harassment Under this Policy

Any person may report Sexual Harassment or suspected Sexual Harassment to the Title IX Coordinator, an Associate Title IX Coordinator, or to <u>UMATITUREX@ultimatemedical.edu</u>. Reports of conduct confirmed to be Sexual Harassment that are provided to any of these sources will give School Actual Knowledge of the report.

Aside from School's internal complaint process, team members and students may choose to pursue legal or administrative remedies, including with the United States Department of Education's Office for Civil Rights at http://www.ed.gov/about/offices/list/ocr/complaintintro.html. Nothing in this policy prohibits a student or team member from reporting a crime directly to law enforcement, including the local police department.

E. Initial Assessment of the Report and Initiation of Formal Complaint

Upon receiving a report, School will determine whether the reported allegations fall within the scope of this policy, namely whether the allegations, if accepted as true:

- meet the definition of Sexual Harassment;
- occurred in School's Educational Programs or Activities; <u>and</u>
- are against a person in the United States.

If the allegations <u>do not</u> fall within the scope of this policy, School will consider the report according to the Team Member

Complaint and Investigation Procedures in the Team Member Handbook (for team members) or the General Student Complaint Procedure/Grievance Policy or Code of Conduct for Students in the School Catalog (for students), and/or any other applicable School policies.

If the allegations <u>do</u> fall within the scope of this policy, the Title IX Coordinator will promptly (i.e., generally within seven days of receipt of Actual Knowledge) reach out to the Complainant, who may or may not be the person who made the report, and: (1) discuss any appropriate Supportive Measures, and (2) provide the process for filing a Formal Complaint. If the Complainant declines to file a Formal Complaint, the Title IX Coordinator may choose to initiate a Formal Complaint. No other person is eligible to file a Formal Complaint under this policy.

Upon the filing of a Formal Complaint, School will operate from a presumption that the Respondent is not responsible for the alleged conduct until a determination is made regarding violation of this policy is made at the conclusion of the investigation, hearing, appeal and/or informal resolution processes.

F. Notice of a Formal Complaint

If a Formal Complaint is filed, School will issue a written notice to the Complainant and the Respondent within 14 days of the filing of the Formal Complaint containing, at minimum:

- notice of the investigation and hearing procedure set out in this policy,
- notice of the allegations of Sexual Harassment, including sufficient details known at the time (including the identities of known Parties involved in the allegations) and with sufficient time to prepare a response before any initial interview,
- a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding violation of this policy is made at the conclusion of the process,
- a statement that the Complainant and Respondent may have an advisor of their choice, who may be, but is not required to be, an attorney,
- a statement that School will, within a reasonable amount of time after a request from a Complainant or Respondent, provide an advisor to a Complainant or Respondent who does not identify their own advisor,
- a statement that even if a Complainant or Respondent does not request an advisor, one will be provided at the hearing if the Complainant or Respondent does not bring their own advisor to the hearing,
- a statement that the Complainant and Respondent may inspect and review evidence compiled during the investigation, and
- a statement that School's Business Ethics, Conduct and Compliance policy and School's Code of Conduct for Students policy prohibit knowingly making false statements or knowingly submitting false information during the process.

If, in the course of an investigation, School determines that it will investigate allegations about the Complainant or Respondent that are not included in the written notice provided at the outset of the investigation, School will provide written notice of the additional allegations to the Complainant and the Respondent.

In appropriate cases, School may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

G. Informal Resolution

Formal Complaints can be resolved by either informal resolution or by the investigation and hearing processes described in this policy. Informal resolution is voluntary and can be facilitated by School at any point before a determination is reached regarding whether the Respondent violated this policy. Once initiated, an informal resolution process will typically conclude within 45 days.

At any point during the informal resolution process prior to reaching an agreement, the Complainant and/or the Respondent are free to withdraw from the informal resolution process and resume the investigation, hearing, and appeal processes. However, once reached and agreed to by both the Complainant and the Respondent, an informal resolution is final, and precludes the Complainant and Respondent from pursuing a Formal Complaint arising from the same allegations.

Before engaging in informal resolution, School will provide the Complainant and the Respondent with written notice disclosing the allegations, the requirements of the informal resolution process (including the Parties' right to withdraw during the process and the final nature of any agreement reached), and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared. Both the Complainant and the Respondent must consent in writing to participate in the informal resolution process. Participation in an informal resolution is not required as a condition of enrollment, continuing enrollment, employment, or continuing employment.

School does not offer or facilitate informal resolution to resolve allegations that a UMAE or AIE team member Sexually Harassed a student at a School institution for which the team member was working; such allegations will be handled through the Formal Complaint process.

H. Dismissal of a Formal Complaint Short of a Resolution

If at any point during the investigation or hearing procedures School discovers that the conduct described in the Formal Complaint does not, even if proven, fall under the scope of this policy, School will dismiss the Formal Complaint or the portions of the Formal Complaint that are out of scope. Such conduct may be evaluated under other School policies, as applicable.

School may, at its option, dismiss a Formal Complaint where:

- A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- The Respondent is no longer enrolled with or employed by School; or
- Specific circumstances prevent School from gathering evidence sufficient to reach a determination as to the Formal Complaint or specific allegations therein.

When School dismisses a Formal Complaint, it will promptly, i.e., generally within seven days of the dismissal, send written notice of the dismissal and the reason(s) therefor simultaneously to the Complainant and the Respondent.

I. Investigation

School will investigate all Formal Complaints that are not resolved through informal resolution or dismissed pursuant to subsection H of this policy.

The investigation will be completed by an individual trained pursuant to subsection R of this policy, who will not serve as a decision-maker during the hearing. The investigator's purpose will be to compile relevant information and documentation for consideration at the hearing. In conducting the investigation, School will:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding violation of this policy rest on School and not on the Complainant or Respondent.
- Provide an equal opportunity for the Complainant and the Respondent to present witnesses (including fact and expert witnesses) and other inculpatory and exculpatory evidence.
- Not restrict the ability of either the Complainant or the Respondent to discuss, in the context of the investigation, the allegations under investigation or to gather and present relevant evidence.
- Where a Complainant or Respondent is invited or expected to participate, provide written notice of the date, time, location, participants, and purpose of investigative interviews or other meetings with sufficient time to prepare to participate.
- Allow the Complainant and the Respondent the same opportunity to have an advisor during the investigation. Advisors may attend interviews or meetings to which the Party whom they are advising is invited and may otherwise assist the Party during the investigation, provided that throughout the investigation phase, the advisor may speak only to the Party whom the advisor is assisting (i.e., either the Complainant or the Respondent), whether during interviews, meetings, or otherwise. Advisors may be, but are not required to be, attorneys.
- Provide both the Complainant and the Respondent an equal opportunity to inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in a Formal Complaint, including evidence

upon which School does not intend to rely in reaching a determination regarding violation of this policy and inculpatory or exculpatory evidence (whether obtained from a Party or other source), so that the Complainant and the Respondent can meaningfully respond to the evidence prior to conclusion of the investigation.

 Not access, consider, disclose, or otherwise use a Complainant's or Respondent's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the Party, unless School obtains that Party's voluntary, written consent to do so for use in the process described in this policy.

The inspector will compile an investigation report that fairly summarizes the relevant evidence. Prior to completion of the investigative report, and typically within 60 days of the date on which the written notice of allegations was provided to the Complainant and the Respondent, School will send to the Complainant and the Respondent (and, if applicable, their advisor(s)) the evidence subject to inspection and review in an electronic format or a hard copy. The Parties will be given 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. Upon completion of the report, the investigator will provide the Complainant and the Respondent (and their advisor(s), if applicable) a copy of the report at least 10 days prior to a hearing.

J. Hearing and Deliberation

No earlier than 10 days after the investigation report is completed and provided to the Complainant and Respondent, School will conduct a live hearing at which the Complainant, Respondent, and the decision-maker for School will have the opportunity to ask questions of the Parties and witnesses. The Complainant and Respondent will be given written notice of the date, time, location, participants, and purpose of hearing with sufficient time to prepare to participate. The parties will be asked to give School notice as to whether they plan to bring an advisor to the hearing.

Hearings will typically be held within 120 days of School's receipt of a Formal Complaint, subject to availability of the Parties, witnesses, and decision-makers, and barring legitimate circumstances that give rise to delay in the process.

The hearing shall be overseen by a panel of trained individuals who will collectively act as the decision-maker. The panel shall include an odd number of individuals, with, at minimum, representation from School's Compliance department and either School's Education department (where a student is the Respondent) or UMAE or AIE's People & Culture department (where a team member is the Respondent). Neither the Title IX Coordinator nor the investigator who completed the investigation that is the subject of the hearing may participate as a decision-maker.

All hearings will be conducted via video conference in which the Complainant, the Respondent, and the decision-maker are located in separate rooms. The hearing will be conducted in a manner that allows the participants to simultaneously see and hear each other.

The decision-maker is responsible for conducting the hearing. The panel shall designate a chairperson to lead the hearing. The decision-maker will ensure that:

- School makes all evidence to be considered by the decision-maker available at the hearing and gives each Party equal opportunity to refer to such evidence during the hearing.
- The advisors for the Complainant and Respondent (but not the Complainant and Respondent themselves) are permitted to ask the other Party and any witnesses appearing at the hearing relevant questions and follow-up questions, including those challenging credibility. This questioning is permitted to occur directly, orally, and in real time.
 - If a Party does not have an advisor present at the hearing, School will provide an advisor of School's choosing to conduct cross-examination on behalf of that Party. Such an advisor will be provided without fee or charge to that Party and may be (but is not required to be) an attorney.
- Only relevant cross-examination and other questions are asked of a Party or witness. The decision-maker (for a panel, the chairperson) will first determine whether a question is relevant before a Complainant, Respondent, or witness

answers a question posed by someone other than the decision-maker. If the decision-maker excludes a question, an explanation will be provided as to why the question is not relevant.

- Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.
- The decision-maker will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- The decision-maker may not draw an inference about violation of this policy based solely on a Party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.
- Credibility determinations are not based solely on a person's status as a Complainant, Respondent, or witness.

School will create an audio or audiovisual recording or transcript of any live hearing and make it available to the Complainant and Respondent for inspection and review. Recordings are the property of School and will be retained for seven years.

After the hearing, the decision-maker will deliberate in private and determine (by majority vote in the case of a panel) whether the Respondent has violated this policy. The decision-maker's determination will be made based on a preponderance of the evidence standard, i.e., whether it is more likely than not that the Respondent violated the policy. No Respondent may be found to have violated this policy solely because the Respondent failed to appear at a hearing; if the Respondent does not participate, the available evidence will be considered. Likewise, a Respondent may be found to have violated the Complainant has not participated in the hearing.

K. Written Notice of Determination

Following the hearing and deliberation, the decision-maker will issue a written notice of determination regarding whether or not the Respondent violated this policy, according to the preponderance of evidence standard. The written notice of determination will include, at minimum:

- The allegations considered during the hearing that potentially constitute Sexual Harassment;
- The procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the Parties, interviews with Parties and witnesses, other evidence considered, and hearings held;
- Findings of fact supporting the determination;
- Identification of School policies that apply to the findings of fact;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding violation of this policy;
- Any disciplinary sanctions School imposes on the Respondent,
- Whether remedies designed to restore or preserve equal access to School's Educational Programs or Activities will be provided by School to the Complainant; and
- School's procedures and permissible grounds for the Complainant and Respondent to appeal.

School will provide the written determination to the Complainant and the Respondent simultaneously and within 14 days of the hearing. The determination regarding violation of this policy becomes final either on the date that School provides the Complainant and the Respondent with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

L. Sanctions and Remedies

Sanctions will not be imposed on a Respondent unless the investigation and hearing procedures or the informal resolution procedure in this policy have been followed. The sanctions that may be imposed on a Respondent for violation of this policy include:

For team members:

- Warning A verbal or written notice that a team member has not met School's conduct expectations.
- Training One or more sessions that a team member is required to complete to School's satisfaction on a required topic.
- Probation A written reprimand with stated conditions in effect for a designated period of time, including the probability of more severe disciplinary sanctions if the team member does not comply with School policies or otherwise does not meet School's conduct expectations during the probationary period.
- Unpaid leave Unpaid leave from employment with School for a defined period of time, after which the team member may be eligible to return to active employment.
- Limiting order Restriction on a team member's permission to be in the same proximity as another team member and/or others, with the parameters of the restriction to be defined by School.
- Termination of employment Separation of a team member's employment with UMAE or AIE.

For students:

- Warning A verbal, written, or final notice that the student has not met School's conduct expectations.
- Training One or more sessions that the student is required to complete to School's satisfaction on a required topic.
- Probation A written reprimand with stated conditions in effect for a designated period, including the probability of
 more severe disciplinary sanctions if the student does not comply with School policies or otherwise does not meet
 UMA's conduct expectations during the probationary period.
- Restitution Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.
- Suspension Separation of the student from School for a defined period, after which the student may be eligible to return. Conditions for readmission may be specified.
- Suspension of Services Ineligibility to receive specified services or all School services for a specified period, after which the student may regain eligibility. Conditions to regain access to services may be specified.
- Dismissal Separation of the student from all School locations and eligibility to return at a specified date.
- Expulsion Permanent separation of the student from all School locations and ineligibility to receive specified or all School services.
- Ineligibility for Services Permanent ineligibility to receive specified or all School services.
- Limiting Order Restriction on a student's permission to be in the same proximity as the Complainant and/or others, with the parameters of the restriction to be defined by School.

If a Respondent is not a team member or a student, School may impose variations of the sanctions listed above that correspond to School's relationship with the Respondent, e.g., termination of contract, ineligibility for future contracting or services.

More than one sanction may be applied to the same Respondent as a result of a single violation. The listing of the sanctions should not be construed to imply that Respondents are entitled to progressive discipline, or that the employment relationship between UMAE or AIE and its team members is anything other than at-will. The sanctions may be used in any order and/or combination that School deems appropriate for the conduct in question.

The Title IX Coordinator may also implement remedies designed to restore or preserve equal access to School's Educational Programs or Activities. Remedies include efforts similar to Supportive Measures, but when imposed as a remedy, a measure need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. Remedies will not be granted to a Complainant unless the investigation and hearing procedures or the informal resolution procedure in this policy have been followed.

M. Appeal

The Complainant and Respondent may appeal a determination regarding whether the Respondent violated this policy, and

may also appeal School's dismissal of a Formal Complaint or any allegations therein, on the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding violation of this policy or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

The decision-maker for the appeal will be unbiased and appropriately trained, and will not be the same person as the investigator, the Title IX Coordinator, or any decision-maker at the hearing for the same matter.

All appeal procedures will apply equally to both Parties. Appeals must be filed with the Title IX Coordinator within 14 days of receipt of the written determination or notice of dismissal, as applicable. If either the Complainant or the Respondent files an appeal, School will notify the other Party in writing. Both the Complainant and the Respondent will have a reasonable, equal opportunity to submit a written statement in support of or challenging the outcome, which must be received by the decision-maker for the appeal within 14 days of receipt of the notice that an appeal has been filed.

Within 30 days of the deadline for Parties to submit written statements in support of or challenging the outcome, the appeal decision-maker will issue a written decision describing the result of the appeal and the rationale for the result, which will be provided simultaneously to the Complainant and the Respondent. The decision of the decision-maker for any appeal is final.

N. Emergency Removal and Administrative Leave

In appropriate cases, School may remove a Respondent who is a student from its Educational Programs or Activities on an emergency basis. School will not execute such an emergency removal without performing an individualized safety and risk analysis that supports that an immediate threat to the physical health or safety of the student or other individual arising from the allegations of Sexual Harassment justifies the removal. Where an emergency removal is executed, School will provide the student with notice and an opportunity to challenge the decision immediately following the removal.

In appropriate cases, UMAE or AIE may place a team member who is a Respondent on an administrative leave during the pendency of an investigation and hearing process described under this policy. See the Administrative Leave policy in UMAE's Team Member Handbook for more information about administrative leaves.

O. Exception to Timeframes Stated in Policy

The timeframes stated in this policy estimate adequate time to resolve a Formal Complaint where the Parties, witnesses, and evidence is readily available, and interviews, meetings, and hearings are able to be scheduled without delay. Circumstances in individual cases may cause temporary delays, necessitating limited extension of stated time frames for good cause, including but not limited to the absence or unavailability of a Party, a Party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Where a timeframe requires a limited extension, School will send written notice to the Complainant and the Respondent of the circumstances giving rise to the need for the extension.

P. No Retaliation for Reporting Sexual Misconduct or Participating in Related Investigations

Team members have a duty to report Sexual Harassment they experience or observe. Retaliation against a team member for good faith reporting or participating in an investigation of Sexual Harassment is prohibited.

Specifically, it is a violation of this policy and of UMAE's Policy Prohibiting Retaliation (for team members) and School's Code of Conduct for Students policy to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or Formal Complaint, or testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Specifically, School does not threaten or bring charges of misconduct unrelated to Sexual Harassment but arising out of the same facts or circumstances as a report or Formal Complaint for the purpose of interfering with any right or

privilege secured by Title IX.

Charging an individual with a Code of Conduct or other policy violation for making a materially false statement in bad faith in the course of a Formal Complaint, investigation, or hearing proceeding under this policy does not constitute retaliation; provided, however, that a finding that a Respondent did or did not violate this policy, alone, is insufficient to conclude that any Party made a materially false statement in bad faith.

A report of retaliation related to an investigation of Sexual Harassment will be treated as a report under this policy, which may be consolidated with the other report(s) or Formal Complaint(s) to which it is related.

Q. Confidentiality

Except as required by law, as permitted by the Family Educational Rights and Privacy Act and its regulations, or as appropriate to carry out School's responsibilities under Title IX (including but not limited to conducting investigations, hearings, and informal resolutions under this policy), School will keep confidential the identity of Complainants, Respondents, individuals who have made a report of Sexual Harassment, and witnesses involved in proceedings under this policy.

School reserves the right to exercise discretion and disclose details of an incident or allegation to assure community safety or the safety of an individual, or to otherwise comply with its obligations to maintain a safe and discrimination-free environment. Any public release of information to comply with the timely warning provisions of the Clery Act will not include the names of Complainants or reporters, or information that could easily lead to a Complainant's or reporter's identification.

R. Training

School will ensure through appropriate training that its Title IX Coordinator, investigators, decision-maker(s), and any individuals facilitating informal resolution under this policy are free of conflict of interest or bias for or against Complainants or Respondents generally. Should a conflict of interest arise relating to a Complainant or Respondent in an individual case, conflicted School officials are required to recuse themselves from participation in the matter(s) in which the conflict arises. School will provide training to Title IX Coordinators, investigators, decision-makers, and any individuals facilitating informal resolution under this policy on the following topics:

- the definition of Sexual Harassment under Title IX and this policy,
- the scope of School's Educational Programs and Activities,
- how to conduct investigations, hearings, appeals, and informal resolution processes (as applicable to the individual's role) that comply with Title IX and the requirements of this policy, and
- how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Additionally, School will provide targeted training as follows:

- to decision-makers on how to use technology to conduct live hearings under this policy, and on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
- to investigators on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Training provided under this policy will not rely on sex stereotypes and will promote impartial investigations and adjudications of Formal Complaints of Sexual Harassment.

S. Record-Keeping

School will retain the following records created pursuant to this policy for seven years:

- Documentation of outreach to Complainants in response to a report within scope for this policy
 - If no Supportive Measures are offered to a Complainant, School will maintain documentation as to why no such measures were appropriate.

- Formal Complaints
- Written notices of allegations
- Investigation reports (including any appended evidence)
- Notices regarding informal resolution
- Informal resolution agreements and/or other documentation evidencing the terms of an informal resolution
- Written notices of determination
- Appeals
- Written notices of appeal
- Written notices of appeal determination
- Hearing transcripts or recordings
- Documentation of Supportive Measures provided or offered (to the extent not contained in other listed documentation)
- Documentation of sanctions imposed on a Respondent (to the extent not contained in other listed documentation)
- Documentation of remedies provided to a Complainant (to the extent not contained in other listed documentation)
- Materials used to train Title IX Coordinators, investigators, decision-makers, and individuals who facilitate an informal resolution process
 - o School will also make current training materials available on its website.

T. Violence Against Women Act Notice

In compliance with the Violence Against Women Act ("VAWA"). School prohibits the crimes of dating violence, domestic violence, sexual assault, and stalking, as those terms are defined in this policy. School provides incoming students and new team members primary prevention programs (i.e., information and training designed to prevent) and awareness programs (i.e., information and training designed to prevent) and awareness programs (i.e., information and training available throughout enrollment or employment) regarding these sex crimes. Such information and training include a description of safe and positive options for bystander intervention (i.e., strategies for witnesses to disrupt situations involving potential sex crimes), strategies for risk reduction (i.e., to reduce the likelihood of sex crime victimization), and direction to School's policies and procedures after a sex offense occurs. School's compliance with these VAWA provisions does not constitute a violation of section 444 of the General Education Provisions Act (20 U.S.C. 1232g), commonly known as the Family Educational Rights and Privacy Act of 1974 (FERPA).

Technical Requirements and Modalities

Some courses and programs offered by Nasium Training are taught through a blend of distance education along with an on-site laboratory component; some courses and programs also contain a clinical experience conducted at an approved healthcare facility. Some may be fully online.

For courses or programs with an online learning component, learners must have access to a working computer or laptop and have Internet access. If learners have a tablet or a smartphone, it is important to realize not all classroom functions may be accessible on a tablet, smartphone, or another mobile device.

For courses or programs with an online learning component, learners must meet the technical requirements of the Nasium Training system(s) in which the course or program is offered, and any technical requirements imposed by the learner's employer. Learners should contact their employer with any questions about technical requirements applicable to their specific course or series.

Learners may be required to participate in orientation prior to the start of the course or series.

Transportation

Where a learner's course or series involves laboratory or other on-site training (e.g., clinical or clinical experience), the learner is responsible for arranging transportation to and from the training site.

LEARNER INFORMATION AND POLICIES

Anti-Harassment, Bullying, and Cyberbullying

It is the policy of Nasium Training that all learners and trainers have a training setting that is safe, secure, and free from harassment and bullying. Conduct that constitutes bullying or harassment, as defined herein, is prohibited. Violations of this policy may result in disciplinary action pursuant to Nasium's Code of Conduct. Any questions about this policy should be directed to <u>support@nasiumtraining.com</u>.

Attendance

Nasium Training courses and series can vary in length, depending on the needs of each employer. Devoting the recommended time for the course or series in which a learner is registered will assist with completion within the assigned duration.

Regular attendance is expected to allow learners to develop the skills and attitudes required in the workplace. Attendance is based on the learner being physically present in scheduled laboratory and clinical experiences (if applicable) and the learner completing online training activities, such as submission of assignments and assessments (if applicable). Attendance is critical to master skills. Learners who do not maintain attendance acceptable to their employer, or that satisfies any requirements that may apply to the specific course or series (e.g., as required to meet qualifications to sit for a certification or licensure exam) may be dismissed from the course or series.

Tardiness for labs and other in-person training sessions is disruptive to a positive learning environment and is discouraged. Continued or excessive tardiness, leaving early, or absences in any lab or other in-person training session may lead to disciplinary action or removal from training, at the discretion of Nasium Training and the learner's employer.

Some labs or courses have specific attendance requirements. These requirements are found on the course syllabi. Attendance for the on-site lab portion of the training is required; learners should plan to attend all onsite lab days. Absences may be excused by the lab instructor at the employer's discretion, and the instructor must approve plans to make up time and skills training missed.

All clinical experience hours, when required, must be completed.

Performance During Training

Learner understanding of subject matter is assessed on a continuous basis throughout the assigned course or series. Each course or series is designed to support progressive proficiency in the subject matter. If the learner is unable to complete regular assessments successfully or is unable to otherwise demonstrate mastery of the subject matter, Nasium Training will intervene and offer reasonable assistance to assist the learner in continuing with their course or series. Learners who do not ultimately demonstrate proficiency within the timeframe allotted in the course and/or by the employer may be dismissed from the course or series.

Biomedical, Infectious Waste, and Radiation Exposure Control

This policy sets out the protocols and procedures for the proper handling, storage, disposal, and response to exposure to biomedical or infectious waste produced during Nasium Training clinical training. The purpose of this policy is to ensure the safety of learners when handling and storing biomedical or infectious waste, and to ensure that certain protocols and procedures for the safe and responsible disposal of biomedical or infectious waste are follo wed.

Definitions

Biomedical Waste (BMW): Any solid or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, discarded sharps, human blood, human blood products, laboratory waste that contains human disease-causing agents, and body fluids. The following are also included:

- Used absorbent materials saturated with blood, body fluids, or excretions or secretions contaminated with blood, and absorbent materials saturated with blood or blood products that have dried. Absorbent material includes items such as bandages, gauze, and sponges.
- Non-absorbent disposable devices that have been contaminated with blood, body fluids, or blood-contaminated secretions or excretions and have not been sterilized or disinfected by an approved method.

Body Fluids: Those fluids which have the potential to harbor pathogens such as human immunodeficiency virus and Hepatitis B and C viruses. This includes lymph, semen, and vaginal secretions, and cerebrospinal synovial, pleural, pericardial, and amniotic fluids. Body excretions such as nasal discharge, saliva, sweat, tears, urine, and vomitus shall not be treated as BMW unless visibly contaminated with blood.

Sharps: Objects capable of puncturing, lacerating, or otherwise penetrating the skin. Sharps include but are not limited to needles, lancets, microscope slides, and phlebotomy needles. Laboratory broken glass is included under this category.

Non-Sharps: Any item that does not satisfy the definition of sharps above but comes into contact with body fluids or other BMW. These items include, but are not limited to soiled gloves, empty urine collection cups, and gauze.

Procedures

Segregation and Handling

BMW is identified and segregated from other waste at its point of origin into its proper container. The point of origin shall be the laboratory in which the BMW is generated. Each laboratory shall be equipped with leak-proof sharps containers and a red impermeable bag (i.e., "Red Bag") for the disposal of non-sharp BMW.

All sharps shall be discarded into leak-proof, puncture-resistant containers.

All non-sharp BMW shall be disposed of directly into Red Bags. Items included in proper Red Bag disposal are as follows:

- Visibly contaminated PPE
- Bloody gloves
- Plastic tubing
- Saturated items, including gauze and bandages
- Properly sealed Sharps containers

All Sharps containers must be properly sealed when the container is full as indicated by the fill-line; Red Bags shall be sealed. Bagged BMW being prepared for off-site transport shall be enclosed in a rigid type of container provided by the approved transporter.

Procedures for Decontaminating BMW Spills

- 1. Surfaces contaminated with spilled or leaked BMW shall be decontaminated as part of the cleaning process. The following products and procedures must be used and carried out:
 - The following personal protective equipment (PPE) must be used during the cleanup process: gloves, disposable lab coat, goggles, and mask if applicable.
 - Packaged PPE sets are bagged and sealed under laboratory sinks.
 - Cavacide must be sprayed on the contaminated area/s and wiped up.
 - All soiled items are to be bagged and placed in the biohazard containment box.
- 2. Non-BMW liquid waste created by these chemical disinfection operations shall be disposed of into a sewage system with excess water to dilute the chemical.
- 3. The disinfectants that are stored and may be utilized at the Clearwater Campus are Cavacide and a 10:1 water-to-

bleach solution.

4. Personal protective equipment, bleach, Cavacide spray bottles, and spill kits are located under all classroom sinks.

Needle Stick Procedures

Nasium Training intends to pay for learners to be evaluated at a clinic or doctor's office if they are not covered by health insurance, and only for the cost of the evaluation visit. The cost of any external tests, prescriptions, or other treatment or follow-up visits would be reviewed by Nasium Training and only subject to coverage or reimbursement upon prior written authorization on a case-by-case basis.

If the learner is injured at a Nasium Training location, the instructor or a staff member will complete an incident report. One copy is given to the learner to take to an approved outside clinic. The learner is instructed to go to an approved outside clinic within 48 hours. If the injury happens at the clinical experience site while the learner is completing a clinical experience, the extern and/or site should contact Nasium Training and the extern should complete an incident form.

Radiation Safety

Certain courses or series may involve work with radioactive materials or radiation machines; these courses are conducted in a manner that protects health and minimizes danger to life, property, and the environment.

Training courses or series may require learners to operate or be exposed to radiography machines; learners may do so only under the direct supervision of Nasium Training-qualified instructors and/or their employer's qualified staff. Direct supervision by instructors means that the instructors must work closely with the individual, physically demonstrate the procedures, and give instruction on the hazards of the experiment. The supervisor should be physically present during radiography operation. The learner should make trial runs, when necessary, using non-radioactive materials until they can safely conduct or assist in conducting the radioactive activities.

Nasium Training requires the use (to the extent practical) of procedures and engineering controls based on sound radiation protection principles to achieve occupational and public doses that are as low as reasonably achievable (ALARA). Nasium Training-authorized users and radiation workers are instructed to apply ALARA principles and good work practices to minimize their radiation exposure, and to strictly adhere to radiation safety policies and procedures to keep their exposure as low as practical.

Gross or willful negligence in the use of radiation or the handling of radioactive substances which endangers the health of learners, workers, or patients could result in immediate dismissal.

Personnel Monitoring (PM) Requirements

A dosimeter badge, or personnel monitoring (PM) badge, is assigned to an individual using or assisting in the use of radiation sources. For training courses or series involving potential radiation exposure, the employer or training site will assign a PM badge to learners. PM badges are monitoring devices designed to be worn or carried by an individual entering the radiography area for the purpose of measuring the dose received. PM badges provide a legal record of a person's occupational external radiation exposures.

Concerns

Nasium Training encourages learners to bring all problems, concerns, frustrations, complaints, or grievances to its attention. Many issues can be resolved by bringing the matter to the attention of a Nasium Training instructor. Where that route is unsuccessful or inappropriate (e.g., because the complaint concerns the trainer), the learner should reach out to support@nasiumtraining.com.

Nasium Training prohibits retaliation against anyone who reports a concern or complaint in good faith, or against any person who assists or participates in good faith in an investigation relating to such a report. All complaints of retaliation

should be reported to support@nasiumtraining.com.

Copyright Infringement

All members of the Nasium Training community are required to comply with U.S. federal copyright laws and regulations. This policy includes information on infringement policies and sanctions, what constitutes copyright, the kinds of activities that violate federal law, legal alternatives to unauthorized downloading, and a summary of the civil and criminal penalties for copyright violations.

Copyright Infringement Policies and Sanctions

The purpose of Nasium's Copyright Infringement Policy is to comply with copyright law for the use of copyrighted material on Nasium's computers, networks, and copiers. The policy seeks to make users aware of the seriousness and consequences of the unauthorized use of copyrighted material. Unauthorized use of copyrighted material is illegal. All trainers, staff, and learners are expected to be aware of and follow these requirements. Any member of the Nasium Training community practicing unauthorized use or distribution of copyrighted material is subject to sanctions by Nasium, up to dismissal or termination. Violators are subject to federal criminal offenses for copyright law violations.

Code of Conduct

Learners are required to comply with the conduct expectations established by Nasium, including but not limited to the requirements listed in this policy. Failure to comply with the conduct expectations established by Nasium Training could result in suspension or dismissal from training. Nothing in this policy should be construed as limiting or preventing Nasium's discretion to take other action which, in Nasium's sole discretion, is necessary or advisable to promote safety and security. Learners who have been dismissed from Nasium Training may not be eligible to participate in future Nasium Training courses or series, at Nasium's and the employer's discretion.

Prohibited Conduct

Any learner found to have committed misconduct, including the following types of misconduct, may be subject to suspension or dismissal from training, or to other sanctions determined by Nasium:

- 1. Acts of dishonesty.
- 2. Disruption or obstruction of training or other Nasium Training activities.
- 3. Physical or verbal abuse, profanity, threats, intimidation, and harassment including, but not limited to sexual harassment, gender-based harassment, coercion, and/or other conduct that threatens or endangers the health or safety of any person, either during online training, on or off a training site, or at any Nasium-sponsored activity.
- 4. Bullying and cyberbullying.
- 5. Attempted or actual theft of and/or damage to property of Nasium Training or property of a member of the Nasium Training community or other personal or public property.
- 6. Hazing, defined as any conduct or initiation into any organization that willfully or recklessly endangers the physical or mental health of any person.
- 7. Failure to comply with directions of Nasium Training officials or law enforcement officers acting in the performance of their duties and/or failure to identify oneself to these persons when requested to do so.
- 8. Unauthorized possession, duplication or use of keys, or unauthorized entry to or use of premises.
- 9. Violation of published Nasium Training policies, procedures, or rules.
- 10. Violation of any applicable federal, state, or local law.
- 11. Use, possession, or distribution of narcotics or other controlled substances, except as expressly permitted by law, a valid doctor's order, and Nasium, or being under the influence of such substances at any time while participating in Nasium Training courses and series. Please note that even where otherwise permitted under local law, marijuana or alcohol use, possession, or influence on Nasium Training's premises, at Nasium Training or other events, or that adversely affects the Nasium Training community, is prohibited.
- 12. Illegal or unauthorized possession of firearms, explosives, other weapons, or dangerous chemicals.
- 13. Conduct that is disorderly, disruptive, lewd, or indecent; breach of peace; or aiding, abetting, or procuring another person to breach the peace.

- 14. Aiding, abetting, or inducing another to engage in behavior prohibited by the Code of Conduct.
- 15. Unprofessional conduct that reflects poorly on the learner or Nasium.
- 16. Abuse of computer facilities or the Nasium Training network.
- 17. Unauthorized distribution of login information pertaining to training, Nasium Training systems, and any other Nasium Training-related activities.
- 18. Abuse of the disciplinary system, including but not limited to falsification; knowingly instituting a complaint without good cause; and attempting to discourage, intimidate, or improperly influence a person's participation in the learner conduct process.
- 19. Falsification, distortion, or misrepresentation of clinical experience timesheets.

Laboratory and Clinical Experience Expectations

- **Safety** Because of the health hazards inherent in the field, safety is stressed in every course. Rules and safety procedures are posted in each laboratory. Additional safety standards may apply to sites.
- Eating No food or beverage (except water in a spill-proof container) is allowed in laboratories.
- **Breakage** Be respectful of the equipment, supplies, and facilities. Payment may be charged for any deliberate destruction of equipment.
- Cleanliness Learners are observed on how they care for and maintain equipment.
- Housekeeping Duties are required of all learners. Learners are responsible for keeping laboratories and equipment clean and neat.
- Homework Required homework assignments must be turned in when due. Learners may be required to devote time to home study.
- **Telephones** Learners may make phone calls and attend to personal matters during breaks only.
- **Behavior** Report any suspicious activity to your assigned trainer.
- Firearms The use, storage, or possession of firearms, electronic weapons or devices, destructive devices, ammunition, or any other weapon on or at any Nasium Training facility or other facility at which a Nasium Training offering is being conducted is strictly prohibited.

Dress Code

Nasium Training promotes a professional, sanitary, and safe atmosphere during its trainings. Appropriate attire and appearance for learners is also professional, sanitary, and safe. In cases where an employer's written dress code policy conflicts with that of Nasium Training, the employer's dress code will be adopted.

All learners are required to comply with the following guidelines when attending in-person training, including labs and/or clinical experience:

- Clothing:
 - Scrubs should be neat, clean, professional, and unwrinkled.
 - Shoes must be professional and clean, with closed heels, soles, and toes. No cloth, holes (e.g., Crocs), or mesh.
 - $\circ~$ Undergarments must be worn as appropriate, and not visible.
 - Outerwear (e.g., sweaters, jackets, and lab coats) must be neat and clean.
 - Identification badges, if required, must be always worn during on-site laboratory training and as required by a clinical experience site.
- Nails must be short, neat, and natural/light nail color. No fake or artificial nails are allowed in the lab or clinical settings.
- Jewelry should be professional in appearance and kept to a minimum. Jewelry and removable accessories or cosmetics (e.g., false eyelashes) must be well-secured with no danger of falling off/out or causing contamination. No dangling, hanging, or sharp-edged jewelry or accessories.
- Body art (e.g., tattoos) should be professionally acceptable and may be required to be covered.
- Hair (including facial hair) and/or head coverings must be clean, neat, and professional in appearance. Hair

and/or coverings must not dangle or extend in such a way that they present a safety/sanitation hazard. Long hair must be pulled back and secured. Learners may be asked to pull back their hair.

• Cosmetics must be appropriate and professional for a healthcare environment. Perfume or cologne should be used sparingly, and individuals may be asked to discontinue the use of products.

Clinical experience sites establish their own company policies and dress codes that may differ from Nasium Training's policy. For more information regarding this policy or seeking an exception to this policy, please email support@nasiumtraining.com.

Drug and Alcohol Policy

The manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or alcohol by learners, trainers, or any other training participant as part of any Nasium Training activity is prohibited unless expressly permitted by both Nasium Training and the employer.

Electronic Devices

Use of cellular phones in labs and clinical experiences is disruptive to trainers and fellow learners and is not permitted. Learners should inform family and friends of lab and classroom hours and of the policy regarding phone calls. Cell phones are permissible in laboratories but must be turned off during training. In the case of a personal emergency, learners may request the use of a personal device as an exception to this policy.

Technology used in these settings should be used in a manner that will enhance the learning environment for all. Learners wishing to use any form of electronic device while in these settings must receive prior permission from the trainer/site. Any device that can photograph, send and receive messages, or record (visually or audibly) may not be used at any time during an exam or when patients or identifiable information are present.

Any use of technology that detracts from and/or disrupts the learning environment or promotes any form of academic dishonesty is strictly prohibited by Nasium. Learners who violate this policy will be subject to appropriate disciplinary action.

Clinical Experiences/Clinical Courses (Where Applicable)

Clinical experience hours may be a part of a learner's required coursework in their training at Nasium. Learners are typically not paid for the work performed during clinical experience activities; learners completing clinical experience activities at their place of employment should consult with their employer as to whether clinical experience time will be paid by the employer. Learners participating in clinical experience hours are reminded that they are acting as representatives of their employer and are expected to maintain professionalism at all times, and that Nasium Training conduct expectations apply during the clinical experience.

Clinical Experience Requirements

Practical experience, through on-site clinical experience, is an extension of and a required part of some training courses and series at Nasium. Where the clinical experience is a required component of the Nasium Training course or series, a learner must successfully complete the clinical experience requirements to complete their course or series. In some cases, completion of the clinical experience may also be required before sitting for an external certification or licensing exam.

Any time a learner misses during a clinical experience must be made up.

Clinical Experience Travel

When a course or series requires or involves a clinical experience site that is not the site of the learner's employment, clinical experience sites are assigned based on availability. Although Nasium Training cannot guarantee a particular office or geographical location, a learner's request is taken into consideration when making assignments. Learners should be prepared to commute up to 40 miles from their home address to complete a clinical experience. If a prospective site

does not exist within 40 miles, learners should be prepared to commute longer than the customary distance.

Learners are responsible for providing their own transportation to and from their clinical experience sites. Incomplete

Clinical Experience

At the employer's option, learners who complete all didactic and clinical laboratory requirements but do not complete the clinical experience component of the course may complete the clinical experience at a later date if the hours are completed within three months and the employer agrees, in writing, to offer the clinical experience via a preceptor model and on an extended schedule.

Learner Records

Do Not Call

Learners may ask Nasium Training to place them on Nasium's Do Not Call list. Once such a request is made, Nasium Training will not call or text learners about future training opportunities unless the learner's record shows that the learner has again given consent to be contacted.

Do Not Call requests will not stop other contact, such as that related to the learner's active training at Nasium Training and other important or legally mandated communications.

Learner Information Privacy

Nasium Training's privacy policy can be found on its website at <u>nasiumtraining.com</u> and learners are required to accept its terms as a condition of use of Nasium Training's platforms.

Nasium Training follows the guidelines of the Family Educational Rights and Privacy Act (FERPA) in its disclosure and maintenance of learner information in courses or series covered by FERPA. FERPA affords covered learners certain rights with respect to their education records. These rights include:

- A right to inspect and review their education records within 45 days of the day Nasium Training receives a written request for access. A learner should submit a written request to support@nasiumtraining.com that identifies the record(s) the learner wishes to inspect. A Nasium Training official makes arrangements for access and notifies the learner of the time and place where records are available to be inspected.
- A right to request an amendment of the learner's own education records that the learner believes are inaccurate, misleading, or otherwise in violation of the learner's privacy rights under FERPA. A learner should submit a written request to <u>support@nasiumtraining.com</u> that clearly identifies the part of the record the learner wants changed and specify why it should be changed. If Nasium Training decides not to amend the record as requested, Nasium Training notifies the learner in writing of the decision and the learner's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures is provided to the learner when notified of the right to a hearing.
- A right to provide the required written consent before Nasium Training discloses personally identifiable information from the learner's education records, except to the extent that FERPA authorizes disclosure without consent.
 - One example of an exception to the consent requirement under FERPA is the exception for the disclosure of personally identifiable, non-directory information to school officials with legitimate educational interests. A school official is a person acting as an agent for Nasium Training in an administrative, supervisory, academic, or research or support staff position; a person or company with whom Nasium Training has contracted as its agent to provide a service; a person serving on the governing board(s) applicable to Nasium Training; or a learner serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing their tasks. A school official has a legitimate educational interest if the official needs to review an education record to fulfill their professional responsibilities for Nasium Training. Nasium Training discloses education records to these persons without a learner's prior written consent.
 - o Another example of an exception to the consent requirement under FERPA is the exception for the

disclosure of personally identifiable information to the appropriate parties (e.g., law enforcement officials, trained medical personnel, public health officials, and parents) to protect the health or safety of the learner or other individuals. To qualify under this exception, the situation must present an actual, impending, or imminent danger to the learner or other individuals. This action is not taken lightly, and personally identifiable, non-directory information will only be disclosed pursuant to this exception under circumstances that present actual, impending, or imminent danger. This exception is limited to the period of the emergency.

- Directory Information: Nasium Training may also disclose directory information, which is information that is generally not considered harmful or an invasion of privacy if released, without written consent unless a learner has expressly opted out. Learners may opt out of directory information disclosures by signing and submitting a Directory Information Opt-Out form, available by contacting <u>support@nasiumtraining.com</u>. Nasium Training may, upon request, disclose directory information without consent to officials of a school in which a learner seeks or intends to register or has registered. Nasium Training has designated the following information as Directory Information:
 - Name, address, and phone number
 - Photograph
 - Course or series registrations and dates of attendance
 - Completion status
 - Participation in officially recognized Nasium Training activities
 - Honors and awards received
 - Learner ID number
- A right to file a complaint with the U.S. Department of Education concerning alleged failures by Nasium Training to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202-5901

Course or Series Completion

A PASS/NONPASS grade will typically be assigned based on the composite results of a course or, for a series, for all courses within the learner's series. To achieve a PASS grade for the series, learners must meet the following requirements: 1. Complete and receive a PASS grade on all courses 2. Successfully complete any other series -specific requirements, including experiential training through an organized clinical experience (as required) and registration for a certification exam (as required).

Additional evaluation criteria may apply in specific courses or series, depending on employer needs or preferences, or external requirements, e.g., from certification or licensure entities.

Nasium Training makes no guarantee to learners or employers of any specific skill attainment that will result from its courses or series. Learners' actual skill level is dependent upon the learner's aptitude, engagement, and effort. Participation in this training does not guarantee career advancement.

Learners who have met course or series requirements are eligible to receive a digital copy of an official Certificate of Completion from Nasium Training, which is emailed to the learner after course or series completion. This certificate is proof that the learner has demonstrated proficiency in all required concepts and competencies as defined by Nasium Training and the employer partner.

Retakes

Learners may retake a course or series under certain circumstances. First, the employer must provide written permission to Nasium Training for the individual to retake the course or series; second, the employer must be offering a cohort in

the same location (or one close to the same location) where the original course(s) were taken; third, there must be space available in the course or series the learner wishes to retake; fourth, the learner's LMS license must still be active; and fifth, the learner must still meet all applicable Nasium Training registration requirements.

Withdrawal

Learners who must withdraw from their Nasium Training course or series must notify their employer. Learners are considered an official withdrawal on the date Nasium Training receives notification from the employer. Learners who withdraw may be re-registered in a course or series via a later cohort if: a) the employer provides written permission to Nasium Training for the individual to re-register in the course or series; b) the employer hosts a cohort of that course or series at the same site; c) there is space available in the cohort; d) the learner's LMS license has not expired; and e) the learner still meets all applicable Nasium Training registration requirements.

E-Signature Policy

Nasium Training recognizes an electronic signature as a valid signature from learners. Learners use electronic signatures to register, request specific documentation, update information, etc. An electronic signature is considered valid when the following conditions are met:

- 1. Nasium Training provides the learner with a unique ID number.
- 2. Learner sets their own password.
- 3. Learner logs in to a secure site using both the ID and the password.
- 4. The act of a learner electronically signing a document has the same intent as if the learner were signing a wet ink document.

It is the responsibility and obligation of individuals to keep their email, log-in ID, and password private so others cannot access and use their credentials to sign documents.

Testimonial Authorization and Release

Learners irrevocably permit, authorize, and license Nasium, its clients, agents, licensees, affiliates, and successors to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, and otherwise use, and to permit others to use, the learner's name, image, likeness, appearance, voice, professional and personal biographical information, and all materials created by or on behalf of Nasium Training that incorporate any of the foregoing ("Testimonial Information") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created.

Services and Resources

Academic and Skills Support

Trainers are available to support learners in successfully completing their courses and readying themselves for certification. Trainers can be reached through the learners' Course room.

Certification

Certification Services are available to support learners in registering for certification exams when included in the course or series identified by the employer. Learners can access preparation materials and receive preparation support from instructors. Certification Services can be reached at support@nasiumtraining.com.

Clinical Experience

Nasium Training supports learners whose course or series requires clinical experience outside of their employer's facility in identifying and securing a clinical experience site. Clinical experience support can be reached at support@nasiumtraining.com.

Non-Academic Questions

Nasium Training provides support for questions that pertain to non-academic issues at support@nasiumtraining.com.

Technical Support

Technical support is available to learners who are having trouble accessing course content and experiencing other technical issues related to completing their course requirements. Technical Support can be reached at support@nasiumtraining.com.

Site Safety and Security

Unless otherwise posted, the use of tobacco products and e-cigarettes on training sites (including clinical experience sites) or during Nasium Training-sponsored events is prohibited.

A truly safe training environment can only be achieved through cooperation. Learners are asked and expected to report crimes, suspicious activities, or other emergencies observed during training or at a training site to Nasium.

Learners who witness or are victims of a crime affecting the Nasium Training community should immediately report the incident to local law enforcement in the community in which the incident occurred, and to Nasium.

Nasium Training takes seriously any threats made to cause harm to others or to oneself. Threats to harm others will be handled through the Code of Conduct and may involve removal from training pending investigation and/or the engagement of law enforcement officials. In the case of threats to harm oneself, Nasium Training may call local law enforcement officials or other persons acquainted with the person making the threat for the purposes of checking on that person's welfare. Nasium Training may also work with the person to determine available resources and appropriate next steps.