

## Full Legal Version of Enhanced Program Participant Agreement

**Version Date: February 1, 2024**

I, Participant in the Enhanced Program (Program) operated by ScholeEdu, dba NurseLearn (NurseLearn), acknowledge that receiving the full benefits of the Program, including advancing my skills and knowledge in the domain of community-based care and ensuring a cohesive and enriching experience for me and all participants, requires a substantial time commitment and dedication to complete adherence to Program requirements. I agree to take all steps necessary to ensure I am able to fully adhere to the requirements described in this Agreement and to adhere to these requirements and any other requirements as NurseLearn may reasonably impose to support the goals of the Program. I understand that if I do not substantially adhere to the requirements included in this Agreement or in the Terms of Use or Privacy Policy, or in any manner do not meet Program expectations or evaluation criteria. I may be removed from the Program as provided in this Agreement or subjected to conditions of participation in the Program, as NurseLearn may elect.

This Agreement is in addition to the NurseLearn Terms of Use and Privacy Policy. If there is any difference between the Terms of Use or Privacy Policy and this Agreement, the terms of Agreement control.

### **Paragraph 1. Participant Time and Other Commitments**

Participants are expected to allocate approximately 10 hours per month towards the Program. This time commitment includes:

1. **Technical Assistance Sessions:** Participants are required to regularly interact in technical assistance sessions, with each session amounting to approximately 1.5 to 2 hours per month. Attendance and active participation in these sessions are required unless prior excused absence is granted.
2. **Technical Assistance Discussion Forum Participation:** A minimum of 2 hours per month is required for participation in technical assistance discussion forums. Participation includes asking questions, responding to ongoing discussions and related activities. Participants are expected to constructively contribute to the discussions.

3. Mentor-Coach Engagement: 1:1 engagement with an assigned mentor-coach is obligatory, with a minimum interaction of 1 hour per month.
4. Coursework: Participants are expected to allocate approximately 5 hours per month for completing assigned courses. This commitment requires engaging with and completing the course material, completing assignments, and other related activities.

## **Paragraph 2. Evaluation/Barriers to Performance**

1. Participant agrees to engage in and fully cooperate with all steps and other activity taken by NurseLearn to evaluate Participant's Program performance. This evaluation may necessitate disclosure of a Participant's personal information. Such disclosure shall be subject to the terms of the Privacy Policy.
2. Participant agrees to notify NurseLearn of any consistent and unresolved barriers Participant may experience that limit Participants ability to fully participate in the Program.

## **Paragraph 3. Confidentiality**

In addition to any restriction on use and disclosure described in the Terms of Use, and notwithstanding any different or conflicting terms in the Terms of Use, Participant agrees to not use, disclose, publish, reproduce or distribute in any manner information received in any form, be it written, oral, online or otherwise, that is utilized, presented, discussed or provided in the course of participation in the Program, for purposes not related to participation in the Program, without the express written permission of NurseLearn.

## **Paragraph 4. Online Conduct**

In addition to the requirements included in the Terms of Use, Participant agrees to the following provisions related to use of the Program online platform:

1. Participant agrees to engage with others in a civil and professional manner.
2. Participant must not allow or transfer access to online courses, presentations, discussions or content to individuals who are not Participants in the Program.

3. Participant must adequately secure access to the online platform, including but not limited to not sharing passwords with others and fully securing passwords.
4. Participant must immediately notify NurseLearn if Participant reasonably believes an unlawful breach into the platform has occurred.
5. Participant will ensure Participant's methodology, including but not limited to a computer or other device, utilized to access and participate in the online platform is fully capable of and supports full access to and participation in the Program.

## **Paragraph 5. Privacy**

Participant is prohibited from using or disclosing individually identifiable health information or other protected medical information in violation of any state or federal medical privacy laws, including but not limited to the federal HIPAA privacy and security laws, 45 CFR 160, 162, and 164.

## **Paragraph 6. Liability**

NurseLearn will make every reasonable effort to ensure materials and other information presented or made available to Participants during the course of the Program is accurate and complete. Nonetheless, Participant acknowledges and agrees that Participant must make clinical and other care and service decisions based on facts and circumstances as may be present in an individual case. NurseLearn is not liable for any clinical or other outcome as may allegedly arise from use, reliance upon or implementation of materials or other information received in the course of participation in the Program.

## **Paragraph 7. Termination/Withdrawal from Program**

### **1. Termination.**

Participant agrees that NurseLearn may terminate Participant's participation in the Program if Participant fails to adhere to any of the terms of this Agreement, the Terms of Use or Privacy Policy, or in any manner does not meet Program expectations or evaluation criteria. The termination process shall include:

- a. Notice: Except as provided in this subparagraph, Participants will receive written notice of NurseLearn's intent to terminate no later than thirty (30) calendar days prior to termination. Such notice will specify the reasons for termination. If NurseLearn reasonably believes a Participant poses an

immediate threat to the Program or other Participants' ability to participate in the Program, NurseLearn may terminate a Participant immediately, without prior notice.

- b. Opportunity to Rectify: Except for a Participant terminated immediately without notice pursuant to subparagraph a. of this paragraph, Participants may be given a defined period, as NurseLearn may determine, to rectify any breaches or deficiencies before termination of the Participant.
- c. Termination Decision: If NurseLearn continues to believe termination is warranted after expiration of the notice period or rectification period, if any, NurseLearn will provide written notice of termination decision to Participant. Termination shall be effective as of the date such notice is sent to Participant. The terms of this Agreement shall continue to apply in perpetuity following termination of a Participant.

## 2. Termination Appeal Process

- a. If NurseLearn has issued a termination decision pursuant to subparagraph 1 of this paragraph, the Participant subject to termination shall have the right to appeal this decision. A Participant seeking to appeal a termination decision shall submit a written notice of appeal to NurseLearn within ten (10) calendar days of the date NurseLearn sent the termination decision to Participant. The notice of appeal must include:
  - A. A detailed explanation of the reason Participant believes the termination is unwarranted;
  - B. Any relevant documentation or evidence supporting the appeal; and
  - C. Any mitigating circumstances to be considered.
- b. Final Decision: NurseLearn will make a final decision on the appeal within thirty (30) calendar days of receiving the appeal and will communicate this decision in writing to the Participant. The decision will be final and binding, and no further appeals will be allowed.
- c. Response to Appeal:

- A. If the appeal is successful, the Participant will be reinstated to the Program, subject to any conditions as NurseLearn may impose. Reinstatement may include, but not be limited to, resumption of the Program where the Participant left off or reassignment to a future cohort, as NurseLearn may determine.
- B. If the appeal is unsuccessful, the termination will go into effect as of the date NurseLearn sends its final decision to Participant. The terms of this Agreement shall continue to apply in perpetuity after termination and Participant must comply with any conditions outlined in the final decision. Participants whose appeals are unsuccessful may be ineligible for re-enrollment in the future, as NurseLearn may determine.

### 3. Participant withdrawal from Program

- a. Participant may apply to withdraw from the Program, either temporarily or permanently, if Participant encounters circumstances that were reasonably unforeseen at the time Participant agreed to participate in the Program and these circumstances prevent Participant from adhering to the terms of this Agreement and to otherwise participate in the Program. A Participant who seeks to withdraw from the Program must submit a written request to NurseLearn providing the following:
  - A. The reasons for withdrawal;
  - B. The date Participant wishes to withdraw;
  - C. The desired duration of withdrawal, if temporary.
- b. Review: NurseLearn will review the withdrawal request and communicate the decision, including any conditions for rejoining.
- c. Reassignment: Participants who withdraw may seek reassignment to an upcoming Enhanced Program cohort. Acceptance shall be based on whether space is available and whether Participant meets re-enrollment criteria.

## Certification



I, Participant, by checking the box below, hereby certify that I have carefully reviewed the requirements in this Agreement, understand these requirements, and agree to adhere to them as a condition of participation in the NurseLearn Enhanced Program.