

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

HEMODIALYSIS TRAINING PROGRAM 300 CLOCK HOURS 2020 Class Schedule

Class begins	Days of class	Times of class
1/6/20-5/1/20	Monday, Wednesday, Friday	5:00 PM – 9:00 PM
3/2/20-6/26/20	Monday, Wednesday, Friday	8:30AM-12PM
5/5/20-8/29/20	Tuesday, Thursday	5:00 PM – 9:00 PM
	Saturday	8:30AM-12:00PM
7/7/20-10/31/20	Tuesday, Thursday, Saturday	8:30AM-12:00PM
8/31/20-12/18/20	Monday, Wednesday, Friday	5:00PM-9:00PM
11/2/20-2/26/21	Monday, Wednesday, Friday	8:30AM-1200PM

DATE TO EXERCISE RIGHT TO WITHDRAW: _____

CLASSES HELD AT:

16925 Bellflower Blvd

Bellflower, CA 90706

Tel: (562).376.4181, Fax: (562).376.4176

www.dialysiseducationservices.org

Course catalog is available on company website or by mail when requested

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

Program Description: The Hemodialysis Training Program’s main objective is to provide the student with an education necessary for employment in today’s private and government-run dialysis centers, medical centers and hospital dialysis departments, health care offices, clinics and facilities.

The combination of introduced skills taught in **100 HOURS OF LECTURE** and **200 HOURS OF LAB/CLINICAL** will prepare students in the field of hemodialysis. Studies include modules named 1) Today’s dialysis environment, 2) The person with kidney failure, 3) Principles of dialysis, 4) Hemodialysis devices, 5) Vascular access, 6) Hemodialysis procedures and complications, 7) Dialyzer reprocessing, 8) Water treatment. In addition to studying concepts and hands-on applications required of today’s dialysis personnel, students will also gain an understanding of diagnostic and procedural terminology as it relates to the field of hemodialysis.

After successful completion of the **300 Clock Hour** course of study, consisting of lecture topics (100 HOURS) and practicum (200 HOURS) the student will be issued a certificate of completion. The entire course must be repeated with applicable tuition and lab fees if a student does not complete within 150% of the scheduled time.

Staff and Faculty Listing

- **School Director-** Michael Morales, MHA/ED, CHT, CHBT, CDWS, CCHT-A
 - 20+ years of dialysis experience with a graduate degree in healthcare administration and education. Patient care, biomedical, and water certifications. Highly published in the nephrology community.
- **Educator/Evaluator-** Elizabeth Castro, CHT, RN Instructor
 - 10 years in dialysis, 5 as CHT, 5 as charge nurse and education.
- **Preceptor-** Takehiro Sanjyo, CHT
 - 5 years in dialysis 3 as preceptor
- **Preceptor-** Camille Morales, CHT, LVN
 - 5 years in dialysis
- **Student Services and Placement-** Chris Gonzales

Schedule of total charges:

	<u>Fee</u>
Registration Fee	\$250.00 (Non-refundable)
Theory/clinical tuition	\$7,250.00
Book	\$25
STRF	\$0 (Non-refundable)
<u>Program Cost Total</u>	<u>\$7,500</u>

Student Tuition Recovery Fund - (a) “The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution,

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.”

(b) In addition to the statement required under subdivision (a) of this section, a qualifying institution shall include the following statement in its school catalog: “It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teachout plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational 5 | P a g e program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.

4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.

5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.

6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.

7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.”

Payment Contract and Financial Policy:

I, _____, agree to make the final payments on the specified dates and the agreed amounts stated on the payment schedule below. I understand the consequences that will be brought against me if the contract is violated and I may be expelled from the Program. I will not receive my certificate of completion until my obligation is paid in full. I agree to pay any fees and costs that the school may incur in collection of my balance owed as well as a 12% interest rate on the amount owed. If my payment is not received I will be placed on two-week financial probation. If DES does not receive my payment, including late fee within the two-week financial probation, I will be expelled from the program.

<u>Payment Schedule</u>	<u>Payment Amount</u>	<u>Balance</u>
_____ Registration	\$ _____	\$ _____

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

I understand payments are due on the above scheduled dates. * Fee for any returned checks \$35

Date	Signature
Date	Dialysis Officer

“NOTICE”

“ YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.”

“STUDENTS RIGHT TO CANCEL” You have the right to cancel the Enrollment Agreement you sign for a course of instruction including any book included in the agreement, and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. Cancellation shall occur when you give written notice of cancellation at the address of the School shown on the top of the front page of the enrollment agreement. You can do this by mail, hand delivery, or telegram. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid. The written notice of cancellation need not take any particular form, and, however expressed, it is effective if it shows that you no longer wish to be bound by your enrollment agreement. You will be given notice of cancellation form with this enrollment agreement and on the first day of class, but if you choose to cancel, you can use any written notice that you wish. If the school has given you a book, you shall return it to the school within 30 days following the date of your notice of cancellation. If you fail to return the book in good condition within the 30-day period, the school may deduct its documented cost for the equipment from any refund that may be due you. Once you pay for the book, it is yours to keep without further obligation. If you cancel the agreement, the school will refund any money that you paid, less any deduction for book not timely returned in good condition, within 45 days after your notice of cancellation is received.

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

Students Right to Withdraw and Refund: The institutional refund policy for students who have completed 60 percent or less of the course of instruction shall be a pro rata refund. After the end of the cancellation period, you have a right to terminate your studies at this school at any time, and you have the right to receive a refund for the part of the course or program you have paid for and did not receive. You have the right to withdraw from the course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation, the school will remit a refund, less the registration fee of \$250.00 and Student Tuition Recovery Fund fee of \$0, within 45 days following your withdrawal. You are obligated to pay only for educational services rendered and for unreturned books or equipment.

(A) Deduct a registration fee (\$250.00) and the Student Tuition Recovery Fund fee (\$0) from the total tuition charge.

(B) Divide this figure by the number of days in the program.

(C) The quotient is the daily charge for the program.

(D) The amount owed by you for purposes of calculating a refund is derived by multiplying the total days attended by the daily charge for instruction.

(E) The refund would be any amount in excess of the figure derived in (D) that was paid by you.

(F) The refund amount shall be adjusted for book (\$25), if applicable.

If you obtain a book, as specified in the enrollment agreement and return them in exactly the same condition within 30-days following the date of their withdrawal, the school shall refund the charge for the book paid by you. If you fail to return book in exactly the same condition within the 30-day period, the school may offset against the refund the documented cost for book exceeding the prorated refund amount.

If you receive federal student financial aid funds, you are entitled to a refund of monies not paid from federal student financial aid program funds. If you obtain a loan to pay for your educational program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

(1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.

(2) You may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

Withdrawal Definitions: For the purposes of determining a refund or fee still due to the school, you are deemed to have withdrawn from the program of instruction when any of the following occur;

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

1. You notify the school in writing of your withdrawal from the course.
2. The school terminates your enrollment.
3. You fail to attend classes for three-week period. The date of your withdrawal shall be deemed at the twenty-second day since your last recorded attendance.

“NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS

EARNED AT OUR INSTITUTION” - The transferability of credits you earn at Dialysis Education Services is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in Hemodialysis Training Program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Dialysis Education Services to determine if your certificate will transfer.

Confidentiality: All prospective students agree to abide by the following Confidentiality Agreement in order to enroll in the DES Hemodialysis Training Program.

- I agree to respect the privacy of all Dialysis Education Services curricula and educational materials used during the course of my training
- I understand it is my legal, ethical, and professional obligation to maintain the confidentiality of all and any patient information received during the course of my training. I therefore agree to maintain confidentiality in accordance with those responsibilities.
- I furthermore agree to maintain confidential any personal, privileged, or proprietary information received about Dialysis Education Services or its affiliates
- I agree to abide by this Confidentiality Agreement as stated above and will adhere to the letter and intent of this agreement.

Non-compete Agreement: For good consideration and as an inducement for DES (Company) to enroll Student, Student agrees not to directly or indirectly compete with the business of DES and its successors and assigns during the period of enrollment and for a period of 2 (two) years following termination of enrollment and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that the Student shall not own, manage, operate, consult or to be employee in a business substantially similar to or competitive with the present business of DES or such other business activity in which DES may substantially engage during the term of enrollment.

The Student acknowledges that DES shall or may in reliance of this agreement provide Student access to trade secrets, customers, educational materials, and other confidential data and good will. Student agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. This agreement shall be binding upon and inure to the benefit of the parties, their

Dialysis Education Services Enrollment Agreement Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

successors, assigns, and personal representatives.

Academic Standards:

- 1) **Preparation Before/After Class:** Students are expected to come to class prepared for the scheduled lessons by pre-reading chapters to be covered. In addition within 24 hours of class, the student should review lesson materials and prepare questions or concerns for clarity before next class.
- 2) **Subject Tests:** Each major section of material will have a corresponding test. Passing score of tests are 80%. Subject tests serve as a gauge on the student's ability to comprehend material covered during the course. Preparation for tests should take 2 to 4 hours per subject depending on the amount of material covered.
- 3) **Final Examination:** A comprehensive 100 question final exam will be given to determine if the student has gained the knowledge necessary to function as a hemodialysis professional. The state of California Department of Public Health has approved the final exam for hemodialysis certification. Passing score on the final exam is 80%.
- 4) **Attendance:** Any student who has consecutively missed more than one-third of the scheduled class hours in any month or is absent 10 hours from Theory/clinical training will receive written notification of their placement on academic probation. Any Student absent more than 20 hours from Theory/Didactic Section will be expelled from the Program.

Failure to Comply with Academic Standards: Failure to comply with academic standard 1 is considered disruptive to the educational progress to others and will result in written notification to the student of placement on academic probation. Thereafter, future failures to comply with standard 1 are grounds for expulsion from the program.

Students in noncompliance with standard 2 will be referred to Program director for academic review and may receive written notification of placement on academic probation. Thereafter, future failures to comply with standard 2 are grounds for expulsion from the program.

Failure to comply with standard 3 will result in 1 (one) retesting 2 weeks after initial exam. Students in noncompliance with standard 3 will be referred to Program director for academic review and may receive written notification of placement on academic probation. Thereafter, future failures to comply with standard 3 are grounds for expulsion from the program. Each student will have a **total of 3 opportunities** to obtain a passing score on the final exam at a minimum of 2 weeks intervals.

Standard of Conduct: The standard of conduct for students enrolled in the Hemodialysis Training Program of Dialysis Education Services is based on integrity, common decency, and mutual respect. You are expected to observe the school's rules, regulations, policies, and conduct yourself at all times in a manner that is a credit to you, the profession, and this school.

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

- 1) Students and Instructors will treat one another, other staff members and patients with respect and decency. Foul language and profanity will not be tolerated at any time.
- 2) Conduct must always be professional and compassionate. Physical, verbal, or emotional abuse will result in immediate removal from the program.
- 3) Dialysis Education Services has a zero tolerance on substance use/abuse. If at any time a DES staff member, a DES preceptor, or other staff at a DES coordinated training facility suspects that the student is under the influence of alcohol or drugs, the student will be asked to submit to a blood toxin test. Failure of the student to submit to testing or a finding that student is under the influence of alcohol or drugs will result in immediate removal from the program and forfeiture of all tuition amounts.
- 4) Fraternalization or sexual harassment between preceptor and student is expressly forbidden.

There will be no exception or deviation from this policy. Any student found to be in violation of this policy will be removed from the Hemodialysis Training Program.

Uniform Policy/Dress Code: Students are required to dress appropriately for school. Certain restrictions are made in an effort to promote professional appearance and an image that will positively reflect the standards of the school. During all training the student agrees to adhere to the following policies;

- 1) Students are required to wear clean, unwrinkled, nursing scrubs, with appropriate easily cleaned shoes with non-skid soles, and closed toe and heal.
- 2) Students must be clean-shaven and showered.

Failure to adhere to Uniform Policy/Dress Code will result in an unexcused absence from that day's educational activities.

Personal Protective Equipment Policy: The student must use Personal Protective Equipment whenever appropriate. This includes, but is not limited, to appropriate use of gloves, full-face shield, and plastic apron as barrier precautions during clinical training.

There will be no exception or deviation from this policy. Any student found to be in violation of this policy will be removed from the Hemodialysis Training Program.

Catalog and School Performance Fact Sheet:

Initial Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

Initial [redacted] I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three year cohort default rate, if applicable, included in the School Performance Fact Sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

Student Acknowledgment: My signature below certifies that I have read, understood, and agree to DES; Confidentiality Policy, Academic Standards, Uniform Policy/Dress Code, and Personal Protective Equipment Policy of this Agreement and understand the consequences of noncompliance. I certify that I have read and understand the cancellation and refund policy and the complaint procedure; I have received a copy of the school catalog or brochure; and am entitled to an exact copy of this Enrollment Agreement, school catalog, and other papers that I sign.

By my signature: I understand any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student or the student's parent or guardian if he/she is a minor.

I understand that although placement assistance may be provided to me; DES cannot promise or guarantee employment or income level to any student or graduate.

I have been advised if English is not my primary language, and I am unable to understand the terms and conditions of this Enrollment Agreement, I have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in my primary language. The recruitment leading to this enrollment was conducted in English.

If accepted by DES I understand that DES may terminate my enrollment if I fail to comply with any attendance, academic, and financial policies and requirements, or if I disrupt the normal activities of the school. Upon successful attendance of the program of study for which I am enrolled, I understand that I must receive passing grades in all practical and written examinations, and that my financial obligation to the school must be paid in full. I acknowledge that this school is not a public institution. I acknowledge that, if I receive a student loan to assist in payment of my tuition; I have a legal responsibility to repay the loan. The lender, guarantee agency, or federal government, in order to recover loan amounts, may alter my listing with credit bureaus, garnish my wages, seize my assets, and/or seize any income tax refund which I may be due.

I understand the total amount for the Hemodialysis Training Program is \$7,500 (including non-refundable items, as presented on the Tuition Fee Schedule). I agree that I am responsible for the total amount of \$7,500. If I get a student loan, I understand I am responsible for repaying the loan amount plus any interest owed. If I have received federal student financial aid funds, I am entitled to a refund of monies not paid from the federal student financial aid program funds. I understand that the:

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE: \$ _____

ESTIMATED TOTAL CHARGES FOR ENTIRE PROGRAM: \$ _____

TOTAL CHARGES OBLIGATED TO PAY UPON ENROLLMENT: \$ _____

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

Student Signature

Date

Printed name

Signature and Title of School Representative

Date

Printed name

“THIS AGREEMENT IS LEGAL AND BINDING ONLY WHEN IT HAS BEEN FULLY COMPLETED, SIGNED, AND DATED BY THE STUDENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE SCHOOL PRIOR TO THE TIME INSTRUCTION BEGINS”

BPPE Approval Statement –*This institution is a private institution approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations.*

Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at:

Physical Address: 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834

Mailing Address: P.O. Box 980818, West Sacramento, CA 95798-0818

Internet Web site Address: www.bppe.ca.gov

Phone Number: (916) 574-8900

Toll Free: (888) 370-7589

Fax Number: (916) 263-1897

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling toll free (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet Web site www.bppe.ca.gov.

Dialysis Education Services Enrollment Agreement
Period Covered by the Enrollment Agreement 01/01/2020-12/31/2020

DES has never filed for bankruptcy petition, operated as a debtor in possession or had a petition of bankruptcy filed against it under Federal law.