

PHARMACY TECHNICIAN EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the _____ day of _____, _____ by and between CVS Pharmacy, Inc., with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its subsidiaries and affiliates, including for the avoidance of doubt Caremark, L.L.C. and MinuteClinic, L.L.C. and entities managed by MinuteClinic (collectively, "CVS") and the School Board of Santa Rosa County, Florida, with offices at 5086 Canal Street, Milton, FL 32571 (the "School Board").

WHEREAS, the School Board of Santa Rosa County has established, as part of its Pharmacy Technician course program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the School Board and CVS that:

A. The School Board will:

1. Appoint a primary contact (hereinafter the "School Coordinator") at the School Board to coordinate performance of the School Board's responsibilities hereunder.
2. Provide information regarding dates for period of instruction, in accordance with the School Board calendar and forecasts of Students to be assigned to CVS.
3. If requested by CVS, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the School Board Coordinator to serve as liaison between the School Board and CVS to achieve the objectives of the Training Program.
5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS.
6. Ensure that all Students satisfy CVS requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, attached here as Exhibit A; and the Loss Prevention Policies/Procedures form attached here as Exhibit B.
7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training

Program, in cooperation with the School Board, by undertaking the following:

1. Instruction in pharmacy technician skills and knowledge at a CVS location in accordance with guidelines and objectives of the Training Program.
 2. Completion of records and reports necessary for the conduct and verification of a Student's participation.
 3. Acceptance of Students as recommended by the School Board to be assigned to Trainers of CVS.
 4. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS, as may be necessary, in the opinion of CVS, to attain the objectives of the Training Program.
- C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the School Board nor CVS shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the School Board provide CVS with any monetary consideration in connection with CVS's participation in the Training Program.
- D. CVS and the School Board agree that no Student shall be an employee or agent of CVS and that no Student shall be deemed an employee or agent of CVS for any purpose whatsoever. CVS and the School Board also agree that CVS is not a joint employer of any Student. To the extent that CVS is deemed to be an employer of a Student, to any degree, the School Board shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS.
- E. Students and employees of the School Board shall adhere to the rules, regulations, procedures and policies of CVS while on CVS premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, attached hereto as Exhibit A and the Loss Prevention Policies/Procedures form attached here as Exhibit B. CVS shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS rule, regulation, procedure or policy. CVS shall notify the designated School representative as soon as reasonably possible if such termination occurs. CVS reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS locations without advance notice.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS. The School Board acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS.
- G. The School Board shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Caremark Corporation as an

additional insured party for all obligations of the School Board to CVS hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Caremark Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.

- H. CVS agrees to indemnify and hold harmless the School Board, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the School Board resulting from omissions or acts of negligence or willful misconduct committed by CVS, or any of CVS's directors, agents, officers, servants or employees (except in any such case any Student).
- I. Without waiving or altering its rights to or limits of sovereign immunity, as established by the laws of the State of Florida and the Constitution of the State of Florida, the School Board of Santa Rosa County agrees to indemnify and hold harmless CVS, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS resulting from omissions or acts of negligence or willful misconduct committed by the Student, the School Board or any of the School Board's directors, agents, officers, faculty, other students, or employees. (Note: Our insurance policy covers general liability, not malpractice)
- J. The School Board recognizes that the Students, during the period in which the Students are providing services to CVS, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS. Neither the School Board nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Confidential Information") without the prior written consent of CVS, except as may be necessary in the performance of the duties of the School Board and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the School Board shall not disclose CVS Confidential Information of a CVS entity, subsidiary or affiliate thereof to another CVS entity, affiliate or subsidiary except as explicitly permitted hereunder. The School Board agrees to restrict dissemination of CVS Confidential Information to the School Board's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Confidential Information in written, graphic or other tangible form shall be returned to CVS upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Confidential Information in electronic form shall be destroyed upon the written request of CVS. All School personnel and agents, including the Students, providing services for CVS pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Confidential Information are in addition to, and not a substitution for, any greater or additional duties

imposed by law. The School Board's obligations in this section shall survive the termination of this Agreement. In the event CVS maintains, at any time, records which would come within the definition of "educational records" of students who are participating in the training, then they shall comply, in all respects, with the provisions of FERPA insofar as confidentiality of educational records of students.

- K. The School Board and CVS have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.
- L. This Agreement shall be construed under the laws of the State of Florida and with venue lying in Santa Rosa County, Florida.
- M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Pharmacy, Inc.
Workforce Initiatives
CVS Regional Learning Center
1544 Piedmont Avenue
Atlanta, GA30324
ATTN: Mike Romesburg, Lead Manager, Workforce Initiatives

Agency:

- N. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be amended by mutual written consent of the parties.
- O. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS, CVS shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS.

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: CVS Pharmacy, Inc.

By: _____

Signature

Signature

Name - Print or type

Name - Print or type

Title

Title

Last Updated: August 8, 2014

EXHIBIT A
STUDENT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a student participating in an externship/clerkship training program (the "Training Program") at CVS Pharmacy, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, MinuteClinic, L.L.C. or a MinuteClinic-managed entity (hereinafter collectively referred to as "CVS"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS employees. **You will not be an employee of CVS and are not eligible for any wages or benefits from CVS.** At the conclusion of this Training Program you are not entitled to a job with CVS. Further, CVS derives no immediate advantage from your participation in the Training Program and on occasion CVS's operations may actually be impeded. CVS reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a student participating in the Training Program, it is critical that all CVS team members (including you) protect and maintain as absolutely confidential CVS Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS.

To that end, it is the policy of CVS that all members of our team, including you, shall, **at all times**, maintain and protect CVS Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Confidential Information with other CVS team members (including, for example, CVS or MinuteClinic employees or other student volunteers), personnel or with any person outside of the CVS organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS.

Adherence to these requirements is a condition of your participation in the Training Program at CVS. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your school to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged

by: _____
Signature Date

(Print Name)

EXHIBIT B
LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

Sales Transactions:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

Personal Purchases:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

General Security Procedures:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged

by: _____
Signature Date

(Print Name)