

FIRST AMENDMENT TO
WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT

This AMENDMENT TO WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT (as defined herein) (the "**Amendment**") is effective the 7th day of September, 2016, by and between Santa Rosa County School Board, a [public / private] institution of higher education, with a principal place of business at 5086 Canal Street; Milton, FL 32570 ("**Organization**"), and WALGREEN CO., an Illinois corporation with a principal place of business located at 200 Wilmot Road, Deerfield, Illinois 60015 ("**Walgreen**").

W I T N E S S E T H:

WHEREAS, Organization and Walgreen entered into that certain Walgreens Experiential Learning Program Agreement, dated 3/7/2011, (the "**Agreement**") attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the parties desire to amend certain provisions of the Agreement;

NOW THEREFORE, in consideration of the foregoing promises, the mutual covenants herein considered and each act performed hereunder by the parties, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, Organization and Walgreen hereby agree to amend the Agreement as follows:

1. **Term.** The Term of the Agreement has been extended until [9/7/2021].
2. **No Other Modification/Ratification.** Except as specifically modified by this Amendment, the Agreement and each of its terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year written above. The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Amendment to bind their respective party thereto.

WALGREEN CO.

VENDOR NAME

BY: _____
Name:
Title:

BY: Santa Rosa County School Board
Name: School Board Chairman
Title:

Approved by Department	
CONTRACTS LEGAL	By:
TALENT ACQUISITION	By:
	By:

5086 Canal Street
Milton, FL 32570

Exhibit "A"

Walgreens Pharmacy Experiential Learning Program

This Agreement entered into this 7th day of March, 2011, by and between the Locklin Tech (hereinafter referred to as "Locklin") and Walgreen Co. (hereinafter referred to as "Walgreens").

WITNESSETH:

WHEREAS, the parties to this Agreement understand that the training at Walgreens and the opportunity to obtain practical pharmacy experience is for the benefit of the students; the students will work under close personal supervision and are not displacing regular employees; Walgreens is receiving no immediate advantage from the training and, occasionally, Walgreens' operation may be less efficient; the students' training with Walgreens will end upon the conclusion of their participation in the rx tech program; the students are not entitled to a job at the conclusion of the training period; and all parties, including Locklin, Walgreens, and the students, understand that the students and faculty are not employees for any purpose and are not entitled to wages and/or benefits for the time spent in training.

WHEREAS, Locklin and Walgreens agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner, which will tend to maximize the mutual benefits provided to Locklin and Walgreens.

WHEREAS, Locklin and Walgreens acknowledge an obligation to contribute to the education of students in the community; and

WHEREAS, it is to the benefit of both parties that students have practical training opportunities as future practitioners in an environment of quality healthcare; and

WHEREAS, it is a fundamental responsibility of both Locklin and Walgreens to maintain a cooperative relationship with a mutual obligation of enriching education and providing quality patient service; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility:

THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. Locklin will:

- a. Be primarily responsible for the students' learning experiences and provide faculty sufficient to effectively implement the Pharmacy Experiential Learning Program.
- b. Provide the students with objective guidelines and a telephone number to the supervisors and preceptors working with the Pharmacy Experiential Learning Program.
- c. Ensure that its faculty members and students become familiar with and adhere to Walgreens' standards, procedures, and code of ethics prior to the beginning of their practical assignment.
- d. Agree to provide preparatory instruction to each student, in accordance with standards mutually agreeable to the parties, and to present for practical experience at Walgreens only those students who have satisfactorily completed the preparatory instructional program.



- e. Instruct all of its students assigned to Walgreens with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of Walgreens personnel over patient care and administration. Locklin shall instruct all of its students that proper attire must be worn at all times in the Pharmacy.
- f. Furnish Walgreens with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating students and faculty.
- g. Meet with designated Walgreens personnel for discussions and evaluation of the Pharmacy Experiential Learning Program.
- h. Ensure that both faculty and students are covered by liability insurance through Locklin as further described in paragraph 4 herein.

2. Walgreens will:

- a. Maintain the standards, which make it eligible for approval as a practical environment for student instruction.
- b. Permit faculty and students to use its patient care facilities for student learning experiences.
- c. Assume responsibility for the management of the student activities. Students will not replace staff or give service apart from its educational value.
- d. Assist in orienting the faculty and students and providing them with a thorough understanding of the practice field.
- e. Meet with designated faculty members of the Pharmacy Experiential Learning Program as necessary to discuss and evaluate the student program.
- f. Provide access to medical records for educational use, subject to Walgreens' rules regarding patients' privacy, and provide appropriate reference materials and procedures to students.
- g. If, in the sole discretion of Walgreens, a student or faculty member is detrimental or disruptive to its operation, Walgreens may deny the student or faculty member access to its facilities.

3. Faculty and students who become injured or ill while at Walgreens shall not be employees for the purposes of workers' compensation benefits, disability, or any similar payments for such injuries.

- BA 4. Locklin agrees to accept liability for damages which may arise as a result of actions or inactions of the faculty and/or students in this program.

Locklin agrees to obtain and maintain during the term of this Agreement a general liability policy covering said students and faculty. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to Walgreens upon request.

However, Locklin does not waive the limits of sovereign immunity as set forth in the laws or constitution of the State of Florida.

5. Walgreens agrees to hold harmless and indemnify Locklin against any liability, claims, damages, lawsuits, including all cost and expenses incurred in defending any claim which may arise as a result of any

action or inaction of Walgreens or its employees or agents. Walgreens agrees to obtain and maintain during the term of this Agreement a general liability policy covering Walgreens.

6. The parties agree that there will be no discrimination based on race, religion, creed, sex, disability, age, or national origin, in any of their policies, practices, or procedures.

7. This Agreement may be amended with the mutual consent of both parties.

8. This agreement shall be effective as of MARCH 7, 2011, and shall continue thereafter for five (5) years or until terminated by either party upon thirty (30) days' written notice of termination.

Catherine Palin
Walgreen Co. Representative Signature

Catherine Palin

Print Name

Divisional Vice President: HR Shared Services

Title

Lisa Glazier

Walgreens District Representative Name

Operations Trainer

Walgreens District Representative Title

214 - Mobile / Pensacola

Walgreens District Number

3/29/11

Date

Diane L Scott
Program Representative Signature

Diane L Scott

Santa Rosa County School Bd.
School Board Chairman

Title

5086 Canal St.

Program Address

Milton FL 32570

Program City/State/Zip

850 - 983 - 5000

Program Phone Number

4-14-11

Date

