

**HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT**

This Agreement is entered into on the 1st day of July, 2019 by and between CVS Health, 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 CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities (collectively, "CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "School").

**WHEREAS**, the School has established, as part of its Healthcare Support Staff 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 Health 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 and CVS Health that:

A. The School will:

1. Appoint a primary contact (hereinafter the "School Coordinator") at the School to coordinate performance of the School's responsibilities hereunder.
2. Provide information regarding dates for period of instruction, in accordance with the School calendar and forecasts of Students to be assigned to CVS Health.
3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the School Coordinator to serve as liaison between the School and CVS Health 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 Health.
6. Ensure that all Students satisfy CVS Health 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.
7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, 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, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.
  2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.
  3. Completion of records and reports necessary for the conduct and verification of a Student's participation.
  4. Acceptance of Students as recommended by the School to be assigned to Trainers of CVS Health.
  5. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, 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 nor CVS Health 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 provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.
- D. CVS Health and the School agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the School also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the School 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 Health 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 Health.
- E. Students and employees of the School shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health 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. CVS Health 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 Health rule, regulation, procedure or policy. CVS Health shall notify the designated School representative as soon as reasonably possible if such termination occurs. CVS Health 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 Health locations without advance notice.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health.



The School acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

- G. The School 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 Health Corporation as an additional insured party for all obligations of the School to CVS Health 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 Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health 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 Health 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 Health agrees to indemnify and hold harmless the School, 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 resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).
- I. The School agrees to indemnify and hold harmless CVS Health, 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 Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the School or any of the School's directors, agents, officers, faculty, other students, or employees.
- J. The School recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the School 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 Health, 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 Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the School and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the School shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The School agrees to restrict dissemination of CVS Health Confidential Information to the School's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written,

graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All School personnel and agents, including the Students, providing services for CVS Health 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 Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The School's obligations in this section shall survive the termination of this Agreement.

- K. The School and CVS Health 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 governed by the laws of the State of 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 Health, Inc.  
Workforce Initiatives  
CVS Regional Learning Center  
1544 Piedmont Avenue  
Atlanta, GA 30324  
ATTN: Mike Romesburg, Lead Manager Workforce Initiatives

School:  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

RIVEROAK Technical College  
415 Pinewood Drive SW  
Live Oak, FL 32064

- 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 Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.
- P. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

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


By: **CVS Health, Inc.**

**E. Yani  
Hurst**

Signature

Digitally signed by E. Yani Hurst  
DN: cn=E. Yani Hurst, o=CVSHealth,  
ou=Workforce Initiatives Department,  
email=Esther.Hurst@CVSHealth.com,  
c=US  
Date: 2019.09.17 13:38:46 -05'00'

By: **Suwannee County School Board \***



Signature

Esther Yanira Hurst  
Name - Print or type

Workforce Initiatives Manager  
Title

Ed daSilva **MAY 28 2019**  
Name - Print or type


School Board Chairperson  
Title

"Approved as to Form and Sufficiency

BY

  
Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"


  
Signature

Ted L. Roush **MAY 28 2019**  
Name - Print or type

Superintendent  
Title

\* If the School has made no changes to this Agreement, please initial here \_\_\_\_\_

Last Updated: August 9th, 2016

School Initials:   
CVS Health Initials: \_\_\_\_\_

**EXHIBIT A**  
**PARTICIPANT STATEMENT AND ACKNOWLEDGMENT**  
**FAIR LABOR STANDARDS ACT**

As a participant participating in an externship/clerkship training program (the "Training Program") at CVS Health, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, CVS Pharmacy, L.L.C.; Caremark, L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C.; or Minute Clinic, L.L.C. (hereinafter collectively referred to as "CVS Health"), 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 Health 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 Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

**CUSTOMER/PATIENT CONFIDENTIALITY**

As a participant participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health 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 Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health 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 Health 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 Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your agency 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: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT B****LOSS PREVENTION POLICY/PROCEDURES**

The following guidelines are intended to provide all CVS Health 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 Health 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 Health 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 Health 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: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_


School Initials   
 CVS Health Initials: \_\_\_\_\_

EXHIBIT C

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).