

EXTERNSHIP/CLERKSHIP 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. (“CVS”) and Las Positas College, with offices at Livermore, California (the “College”).

WHEREAS, the College has established, as part of the requirement leading to complete the California Pharmacy Technician licensing examination, a program of clinical education and community or institutional externship/clerkship training (hereinafter referred to as “the Training Program”) at the option of the student (hereinafter referred to as “Student”), which requires clinical facilities, equipment, services and tutelage of approved practitioners of pharmacy (hereinafter referred to as “preceptors”) to provide this practical experience; and

WHEREAS, CVS has the appropriate facilities, equipment, services and approved preceptor(s) to provide the necessary practical experience appropriate for the Training Program;

NOW THEREFORE, it is agreed by and between the College and CVS that

A. The College will:

1. Appoint a Coordinator of Pharmacy Externship/Clerkship.
2. Appoint and maintain a Task Force, consisting of practitioners and regular faculty members, to periodically review and revise the objectives and instructional design of the program in keeping with the goals of the curriculum.
3. Provide information regarding dates for period of instruction, in accordance with the College calendar and forecasts of students to be assigned to various preceptors of CVS.
4. See to it that all students meet current immunization standards as may be necessary to safeguard health at CVS.
5. Authorize the Coordinator of Pharmacy/Clerkship to serve as liaison between the College and CVS to assist the preceptors and students in attaining the objectives of the Training Program.
6. Provide any legally required workers' compensation insurance for students.

- B. CVS, consistent with its primary obligations to care for its patients and consistent with its available space and facilities, will implement the objectives of the program, in cooperation with the College, by undertaking the following:
1. Instruction in professional training in all aspects of pharmacy practice available at CVS in accordance with guidelines and objectives of the Training Program, including the review of objectives and student learning experiences.
 2. Completion of records and reports necessary for the conduct and verification of the student's participation.
 3. Acceptance of such student(s) as designated by the College to be assigned to approved preceptor(s) of CVS, and permitting each student to train under the tutelage of the assigned preceptor for a period of instruction as designated by the College.
 4. Provision of existing equipment, facilities, supplies and services for students assigned to CVS, requisite to attainment of the objectives of the program. CVS will not be required to incur any additional expense or provide any additional equipment, facilities, supplies and services as a result of this Agreement.
 5. Authorization of the preceptor(s) of CVS to participate in the College's applicable pharmacy professional practice programs for the period of this Agreement.
- C. No stipend will be provided to students. They will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the College nor CVS shall be responsible for costs or expenditures incurred by the other in the conduct of the practical training program.
- D. CVS and the College agree that the student is not an employee or agent of CVS and that the student shall not be deemed an employee or agent of CVS for any purpose whatsoever. CVS and the College agree that CVS is not a joint employer of the student. To the extent that CVS is deemed to be a joint employer of a student, the College shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination.
- E. Students and faculty members, however, shall adhere to the rules, regulations, procedures and policies of CVS while on the premises and during the course of instruction in the Training Program, including, but not limited to, the Student Confidentiality and Non-Disclosure Acknowledgment Form, attached hereto as Exhibit A. CVS shall have the right in its sole discretion to terminate the use of its resources by any student for violations of the rules, regulations, procedures and policies. CVS shall notify the designated College representative as soon as reasonably possible if such termination occurs. CVS reserves the right to take immediate action where necessary to maintain the operation of its facilities free from the disruption.
- F. The College 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 as an

additional insured party for all obligations of the College to CVS hereunder, up to the limits of liability set forth below. 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.

1. General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 2. Professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim on a claims-made basis.
- G. CVS agrees to indemnify and hold harmless the College, 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 College resulting from omissions or acts of negligence or willful misconduct committed by CVS, or any of CVS's directors, agents, officers, servants or employees.
- H. The College agrees to indemnify and hold harmless CVS, 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 College or any of the College's directors, agents, officers, faculty, other students, or employees.
- I. The College recognizes that its 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 College nor its agents, officers, faculty, 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 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 College and/or a student under this Agreement. The College agrees to restrict dissemination of CVS Confidential Information to the College'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 College 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 College's obligations in this section shall survive the termination of this Agreement.

- J. The College 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 race, color, creed, sex or national origin.
- K. This Agreement may be amended by mutual consent executed by the officials executing this agreement or their successor after giving written notice to the other party at least thirty (30) days prior to the proposed amendment date.
- L. 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 sixty (60) days written notice to the other. Subject to mutual agreement of the parties, such termination may not prevent those students already participating in the Training Program from completing 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

