

**Experiential Learning Program  
Affiliation Agreement**

This Agreement entered into this 28<sup>th</sup> day of June, 2011, by and between the Chabot-Las Positas Community College District (hereinafter referred to as "District") and Express Scripts, Inc. (hereinafter referred to as "ESI").

**WITNESSETH:**

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

**WHEREAS**, District and ESI 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 District and ESI.

**WHEREAS**, District and ESI acknowledge an obligation to contribute to the training of the trainees; and

**WHEREAS**, it is to the benefit of both parties that trainees have practical training opportunities; and

**WHEREAS**, it is a fundamental responsibility of both District and ESI to maintain a cooperative relationship with a mutual obligation of enriching training and providing quality customer 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. District:**

a. Is considered the employer of the trainees' and primarily responsible for its employees/trainees learning experiences and will provide its management sufficient support to effectively implement the Experiential Learning Program.

b. Will provide its employees/trainees with objective guidelines and a telephone number to the supervisors and preceptors working with the Experiential Learning Program.

- c. Will ensure that its employees/trainees and management become familiar with and adhere to ESI standards, procedures, and code of ethics prior to the beginning of their practical assignment.**
- d. Will instruct all of its employees/trainees assigned to ESI with regard to compliance with all of its rules, regulations, policies, procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of ESI personnel over patient care and administration. District shall instruct all of its employees/trainees that proper attire must be worn at all times in the store.**
- e. Will furnish ESI with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating employees/trainees and management.**
- f. Will meet the designated ESI personnel for discussions and evaluation of the Experiential Learning Program.**
- g. Will ensure that both the employees/trainees and management are covered by liability insurance through District as further described in paragraph 4 herein.**

**2. ESI will:**

- a. Maintain the standards, which make it eligible for approval as a practical environment for trainee instruction.**
- b. Permit trainees to use its store facilities for trainee learning experiences.**
- c. Assume responsibility for the management of the trainee activities. Trainees will not replace staff or give service apart from its training value.**
- d. Assist in orienting the trainees in providing them with a thorough understanding of the practice field.**
- e. Meet with designated District management members of the Experiential Learning Program as necessary to discuss and evaluate trainee program.**
- f. Provide access to medical records for training use, subject to ESI rules regarding patients' privacy, and provide appropriate reference materials and procedures to trainees when necessary.**
- g. Conduct at its own expense, its standard pre-employment background check and drug screen on each student coming into the program. Such screening must be successfully completed prior to the student starting on site in the program.**
- h. Require the student to review and sign ESI's Student Confidentiality Agreement, attached hereto as Exhibit A.**
- i. If, in the sole discretion of ESI, a trainee or District management member is detrimental or disruptive to its operation, ESI may deny the trainee or District management member access to its facilities.**

**3. District management and employees/trainees who become injured or ill while at ESI shall not be employees of ESI for the purpose of workers' compensation benefits, disability, or any similar payments for such injuries.**

**4. District agrees to hold harmless and indemnify ESI against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the District management and/or employees/trainees in this program.**

**District agrees to obtain and maintain during the term of this agreement a general liability policy covering said employees/trainees and its management. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to ESI upon request.**

**5. ESI agrees to hold harmless and indemnify District 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 ESI or its employees or agents. ESI agrees to obtain and maintain during the term of the Agreement a general liability policy covering ESI.**

**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 written mutual consent of both parties.**

**8. This agreement shall be effective as of June 28, 2011, and shall continue thereafter for five (5) years until terminated by either party upon thirty (30) days' written notice of termination.**



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**Company Representative Signature**

\_\_\_\_\_  
**District Representative Signature**

\_\_\_\_\_  
**Print Name**

Lorenzo Legaspi  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

Vice President Business Services  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address**

555 Franklin Drive  
\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/State/Zip**

Pleasanton, CA 94588  
\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Phone Number**

925-485-5203  
\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# STUDENT CONFIDENTIALITY AGREEMENT

## (EXHIBIT A)

### STATEMENT OF PRIVACY AND CONFIDENTIALITY & CORPORATE POLICY

EXPRESS SCRIPTS, INC. (“ESI”), either directly or through its subsidiaries, engages in a variety of health care businesses, including, among other things, pharmacy benefit management, disease and demand management, specialty pharmaceutical distribution, administration of patient assistance programs for the distribution of pharmaceutical products, and medical information management.

It is the legal and ethical responsibility of all ESI employees, personnel, students, trainees, volunteers, and contractors to use, protect, and preserve personal and confidential patient, employee, and ESI’s business information, including medical information (referred to here collectively as “confidential information”), in accordance with state and federal laws and ESI policies and procedures.

Laws controlling the privacy of, access to and maintenance of confidential information include, but are not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state laws governing the confidentiality of medical information. HIPAA and other laws apply whether the information is held in electronic or any other format, and whether the information is used or disclosed orally, in writing or electronically.

ESI policies that control the way confidential information may be used include, but are not limited to, the following:

<http://esidepartments/sites/Dep020/hipaa/Policy%20and%20Procedures/Forms/AllItems.aspx>

ESI business information is valuable, special, and unique information owned by or generated on behalf of ESI, including, but not limited to, ESI’s business concepts, plans and data, contracts and relationships, customer and client information, patents, trade secrets, know-how, proprietary processes and risk management information, as such information may exist from time to time. Employee information identifies or describes an individual, the unauthorized disclosure of which would constitute an unwarranted invasion of personal privacy. Examples of confidential employee information include home address and telephone number, medical information, birth date, citizenship, social security number, spouse/partner/relative’s names, income tax withholding data, and performance evaluations.

Medical information (sometime called “Protected Health Information” or “PHI”) includes, but is not limited to, the following, no matter where it is stored and no matter the format: medical and psychiatric treatment records, prescriptions, patient/member business records, such as bills for service or insurance information, and verbal information provided by or about a patient or insurance member.

Unauthorized use, disclosure, or viewing of, or access to, confidential information in violation of state and/or federal laws may result in immediate removal from the educational activity at ESI as well as civil and/or criminal penalties.

## ACKNOWLEDGEMENT OF RESPONSIBILITY

I understand and acknowledge that: (Read each item)

- It is my legal and ethical responsibility as an authorized user to preserve and protect the privacy, confidentiality and security of all confidential information relating to ESI, its patients, customers, employees, affiliates and activities, in accordance with the applicable laws and ESI policy.
- I agree to abide by these standards and the related ESI policies and procedures designed to comply with the laws and regulations to protect the privacy and security of ESI's confidential information.
- I understand that during the course of my assignment at ESI, I may be privileged to come into possession of confidential ESI information including but not limited to business, patient/member or employee information, that such information will be kept in the strictest confidence and will not be used or disclosed (shared) except for the sole purpose of my assignment at ESI.
- I will access, use or disclose confidential information only in the performance of my ESI assignment, when required or permitted by law, and disclose information only to persons who have the right to receive that information. When using or disclosing confidential information, I will use or disclose only the minimum information necessary.
- I will discuss confidential information for ESI-related purposes only. I will not knowingly discuss any confidential information within the hearing of other persons who do not have the right to receive the information. I will protect confidential information which is disclosed to me in the course of my ESI assignment.
- Because special protections by law require specific authorization for release of mental health records, drug abuse records, and any and all references to HIV testing, such as clinical tests, laboratory or otherwise, used to identify HIV, a component of HIV, or antibodies or antigens to HIV, I will not use or disclose such information without first discussing with my ESI supervisor/preceptor.
- I understand that my access to all ESI electronic information systems is subject to audit in accordance with ESI policy.
- It is my responsibility to follow safe computing guidelines. To this end, I agree not to share my ESI login or user ID and/or password with any other person. I am responsible for any potential breach of confidentiality resulting from access made to ESI electronic information systems (including mobile devices) using my login or user ID and/or password. If I believe someone else has used my

login or user ID and/or password, I will immediately report the use to the appropriate information technology department and request a new password.

- My user ID(s) constitutes my signature and I will be responsible for all entries made under my user ID(s). I agree to always log off of shared workstations.
- Under state and federal laws and regulations governing a person's right to privacy, unlawful or unauthorized access to, or use or disclosure of, confidential information may subject me to disciplinary action up to and including my immediate removal from the educational activity at ESI as well as civil and/or criminal penalties.
- I understand that my obligation to safeguard confidential information continues even after my assignment at ESI is concluded.
- I understand that ESI reserves the right to revise, add, change and update the documents I received and related policies and procedures as may be required from time to time.
- I agree to return this signed Agreement to the faculty member responsible for my ESI assignment prior to the start of the assignment so that it can be returned promptly to ESI.

I have read, understand and acknowledge all of the above **STATEMENT OF PRIVACY AND CONFIDENTIALITY & CORPORATE POLICY** and the **ACKNOWLEDGEMENT OF RESPONSIBILITY**:

Student Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of School \_\_\_\_\_

Date Signed: \_\_\_\_\_