

PHARMACY TECHNICIAN EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 13th day of January, 2015 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 Board of Education of Jefferson County, Kentucky (the Board"), on behalf of itself and Valley High School, a high school operated by the Board of Education with offices at 10200 Dixie Highway, Louisville, Ky. 40272 (the "High School").

WHEREAS, the Board of Education has established, as part of the requirement leading to the completion of the Pharmacy Technician Program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student of the High School (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 "Preceptors") to provide this practical experience; and

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

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

- A. The Board of Education, on behalf of and with the assistance of the High School, will:
1. Appoint a Coordinator of Pharmacy Technician Externship/Clerkship and related representatives of the High School to assist High School in connection with its responsibilities hereunder.
 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 Training Program in keeping with the goals of the curriculum.
 3. Provide information regarding dates for period of instruction, in accordance with the High School 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 Technician Externship/Clerkship to serve as liaison between the High School and CVS to assist the Preceptors and Students in attaining the objectives of the Training Program.
 6. 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.
 7. Ensure that all Students satisfy CVS requirements (as set forth in the guidelines for the Training Program referenced in paragraph B.1 below) for individuals to access and work in the pharmacy.

- 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 Board of Education, by undertaking the following:
1. Instruction in pharmacy technician training available at CVS in accordance with guidelines and objectives of the Training Program (a copy of which has been provided to CVS by High School on or prior to the date thereof), including the review of objectives and Student learning experiences.
 2. Completion of records and reports necessary for the conduct and verification of a Student's participation.
 3. Acceptance of a Student or Students as designated by the School to be assigned to approved Preceptors of CVS, and permitting each Student to train under the tutelage of the assigned Preceptors for a period of instruction as designated jointly by the Board of Education and CVS. For the purposes of clarity, 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.
 4. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS, requisite to attainment of the objectives of the Training Program. CVS will not be required to incur any additional expense or provide any additional equipment, facilities, supplies or services as a result of this Agreement.
 5. Authorization of the Preceptors of CVS to participate in the High School's applicable pharmacy and/or clinical practice for the period of this Agreement.
- C. No stipend or wages of any kind will be provided to Students. They will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the Board of Education 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 provide CVS with any monetary consideration in connection with CVS's participation in the Training Program.
- D. CVS and the Board of Education 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 Board of Education also agree that CVS is not a joint employer of any Student. To the extent that CVS is deemed to be a joint employer of a Student, the Board of Education shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination. 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.
- E. Students and faculty members of the Board of Education, however, 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, the Student Statement and Acknowledgement Form, attached hereto as Exhibit A. CVS shall have the right in its sole discretion to immediately terminate this Agreement without any liability in the event that a Student violates any CVS rule, regulation, procedure or policy. CVS shall notify the designated Board of Education 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, removing a Student from a CVS facility.

- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS. The high school 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. CVS shall maintain the confidentiality of any student information provided to CVS by the High School or by a Student that is protected from disclosure by the Family Educational Rights and Privacy Act, KRS 160.700 to 160.730, or other applicable law. The obligations of CVS in the preceding sentence shall survive the termination of this Agreement
- G. The Board shall furnish general liability insurance, for personal or bodily injury and property damage in combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence 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). Such insurance shall name CVS Caremark Corporation and its subsidiaries and affiliates as an additional insured party for all obligations of the Board of Education to CVS hereunder, up to the limits of liability set forth and to the extent the law will allow. 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 Board of Education will furnish a certificate of insurance to CVS. CVS acknowledges that the Board may satisfy its obligations under this paragraph by maintaining its current self-insurance program.
- H. The Board of Education 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 Board of Education 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 Board of Education and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the Board of Education 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 Board of Education agrees to restrict dissemination of CVS Confidential Information to the High School'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 Board of Education 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 Board of Education's obligations in this section shall survive the termination of this Agreement.
- I. The Board of Education 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 or national origin.

- J. 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 executed by the officials executing this Agreement or their successor or authorized designee after giving written notice to the other party at least thirty (30) days prior to the proposed amendment date.
- K. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- L. All provisions of this Agreement will bind and inure to the benefit of the parties to this Agreement and their respective heirs, personal representatives, successors and assigns, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party.
- M. This Agreement will not be construed to constitute either party as an agent, partner or joint venturer of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind the other party in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- N. Any dispute arising out of or relating to this agreement shall first be brought to the Principal of the High School, and if he or she is unable to resolve such dispute, then the matter shall be referred to a manager designated by CVS and the Board's Assistant Superintendent with responsibility for the High School. If they are unable to agree, the dispute shall be finally settled as provided in paragraph O below.
- O. This Agreement shall be governed by the laws of the State of Kentucky. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction located in Jefferson County, Kentucky.
- P. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks ("Marks") of the other party by virtue of this Agreement, except for uses that are consistent with the intent and purposes of this Agreement. Each party reserves the right to review and approve, in advance, the other party's use of its Marks in any advertising, promotional and public relations materials, activities and programs ("Promotional Activities"). Each party shall submit, in advance, to the other party for its prior review and approval any proposed Promotional Activities (including proposed copy and graphics). If such party has any objections to any such Promotional Activities, the parties shall attempt in good faith to resolve such differences and develop a mutually acceptable alternative. Upon termination of this agreement, neither party shall have any further rights to use the Marks of the other party for any purpose.
- Q. 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 prior written notice to the other. In the event of any such termination, 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: Board of Education of Jefferson County, Kentucky_

Michael E. Romesburg
Signature

Signature

Michael E. Romesburg
Name - Print or type

DONNA M. HARGENS
Name - Print or type

Lead Manager, Workforce Initiatives
Title

SUPERINTENDENT
Title

Last Updated: July 30, 2014

EXHIBIT A
STUDENT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a student participating in an externship/clerkship 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 CVS externship/clerkship training program as part of your education with an accredited institution. You will not be an employee of CVS and are not eligible for any wages or benefits from CVS. Further, this educational experience does not entitle you to a job at the conclusion of the externship/clerkship.

CUSTOMER/PATIENT CONFIDENTIALITY

As a student participating in an externship/clerkship training program at CVS, 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 workforce, 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 supervisor. Any questions or concerns regarding this policy should be directed to your immediate 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 an externship/clerkship training program and continued participation in an externship/clerkship training program at CVS. If you violate these requirements, your opportunity to participate in an externship/clerkship training program with CVS, now or at any time in the future, will be terminated immediately.

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. Retain a copy for your reference.

Reviewed and Acknowledged

by: _____
Signature Date

(Print Name)

61110398.1