




February 20, 2012

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: Amendments for Affiliation Agreements - Allied Health and Pharmacy Technician

Item Description

This item requests that the Board authorize the President to enter into an amendment for an affiliation agreement with Capital Regional Medical Center (CRMC) and CVS Pharmacy, Inc. These agreements would allow students in TCC's Monitor Technician program to obtain clinical/internship learning experiences at CRMC facilities. One agreement (CRMC) would allow students in TCC's Monitor Technician program to obtain clinical/internship learning experiences at these facilities. The other agreement is a revised contract for the Pharmacy Technician program with CVS Pharmacy.

Overview and Background

At the March 2011 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated an amendment with CRMC to use their facilities as a clinical site for the Monitor Technician program and also a revised existing contract with CVS Pharmacy.

Past Actions by the Board

These are new amendments since March 2011.

Funding/Financial Implications

There are no funding or financial matters associated with either agreement.

Staff Resource

John Chapin

Recommended Action

That the Board authorize the President to enter into these amendments to the affiliate agreements.

PHARMACY TECHNICIAN EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the __17th__ day of ____Jan____, __2012____ 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 Tallahassee Community College____, with offices at _Ghazvini Center for Healthcare Education____ (the "College").

WHEREAS, the College 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 College (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 College and CVS that:

A. The College will:

1. Appoint a Coordinator of Pharmacy Technician Externship/Clerkship and related representatives of the College to assist College 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 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 Technician Externship/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. 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 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 College, 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 College 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 College 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 College 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 College'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 College 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 College provide CVS with any monetary consideration in connection with CVS's participation in the Training Program.
- D. CVS and the College 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 College 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 College 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 College, 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 College 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 College 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.
- G. 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 Caremark Corporation as an additional insured party for all obligations of the College to CVS 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 Caremark Corporation and its subsidiaries and affiliates. 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.

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 agrees to indemnify and hold harmless the College, 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 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 (except in any such case any Student).
- I. The College agrees to indemnify and hold harmless CVS, 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 resulting from omissions or acts of negligence or willful misconduct committed by the Student, the College or any of the College's directors, agents, officers, faculty, other students, or employees.
- J. The College 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 College 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 College and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the College 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 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.

- K. 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 age, religion, race, color, creed, sex, veteran status or national origin.
- L. 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.
- M. 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: _____

Signature

Signature

Name - Print or type

Name - Print or type

Title

Title

Last Updated: June 13, 2011

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)

EXTERNSHIP/CLERKSHIP TRAINING AGREEMENT

This Agreement is entered into on the 10th day of August, 2010 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 Tallahassee Community College, with offices at TCC (the "College").

WHEREAS, the College has established, as part of the requirement leading to a community or institutional externship/clerkship training program (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 Technician Training Program at the College
2. Faculty and Coordinator will periodically review the program curriculum as set forth by the Department of Education in the State of Florida.
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. See to it that all students meet and complete any State mandates such as registration, finger printing, etc.
6. Authorize the Coordinator of Pharmacy Technician Program serve as liaison between the College and CVS to assist the preceptors and students in attaining the objectives of the Training Program.
7. Provide any legally required Education/Training Student Accident Coverage 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.
 6. Completion of an illegal drug use check and background check on each Student in a Training Program that is primarily focused on Pharmacy Benefits Management with the Caremark subsidiaries of CVS at CVS's cost prior to program initiation.
- 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 Customer/Patient Confidentiality Student Volunteer at CVS Policy Statement and 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 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 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 Two Million Dollars (\$2,000,000) per occurrence.
 2. Professional liability insurance in the amount of Two Million Dollars (\$2,000,000) 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: **Tallahassee Community College**

Signature

Signature

Name - Print or type

Name - Print or type

Title

Title

Exhibit A
CUSTOMER/PATIENT CONFIDENTIALITY
**STUDENT VOLUNTEER AT CVS POLICY STATEMENT AND
ACKNOWLEDGMENT**

As a student participating in an externship/clerkship training program at CVS Pharmacy, Inc. (or any of its affiliates, subsidiaries or related companies) (hereinafter collectively referred to as "CVS"), it is critical that all CVS team members (including you) will protect and maintain as absolutely confidential CVS Confidential Information defined as: (1) the very personal customer/patient information that you may have access to, or otherwise become aware of, concerning our pharmacy customers (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 everyone, including you, shall, **at all times**, maintain and protect CVS Confidential Information. You shall not discuss CVS Confidential Information with other CVS team members, personnel or with any person outside of the CVS organization except on a need-to-know basis. 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.

Adherence to this policy 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 this policy, your opportunity to participate in an externship/clerkship training program with CVS, now or at any time in the future, will be terminated.

You should be aware that any unauthorized disclosure of customer/patient information may expose you or your school to legal claims by customers or their family members for improper disclosure of private information. In addition, anyone who releases, uses or discloses confidential health care 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)

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 College's Contact Initials
 CVS's Contact Initials

AMENDMENT

This Amendment is made the 14th day of December, 2011, by and between Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center ("Facility") and Tallahassee Community College ("School").

WHEREAS, under date of August 28, 2006, Facility and School entered into an Agreement setting forth their rights, obligations, and duties in connection with the requirements for the Affiliation Agreement and,

WHEREAS, effective January 3, 2012, the parties desire to amend the Agreement by adding the training program as stated below.

NOW, THEREFORE, the Agreement shall be amended as follows:

Let it be known that this amendment stipulates that effective immediately the School will offer to enroll students in the training program of Monitor Technician with the Facility hosting clinical experiences for the students.

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

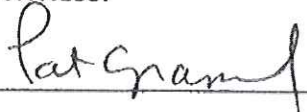
IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

WITNESS:

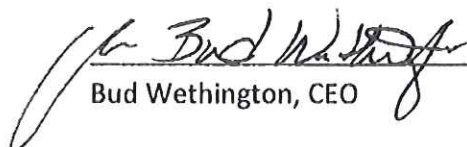
"SCHOOL"

Jim Murdaugh, Ph.D.
President

WITNESS:



"FACILITY"



Bud Wethington, CEO