

WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT
(Non-Pharmacist)*

This Experiential Learning Program Agreement (the “**Agreement**”) has been entered into as of the **3rd** day of **January, 2017** (the “**Effective Date**”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 (“**Walgreen**”) and the following “**Organization**:”

[Name of Organization governing entity] **William S. Hart Union High School District,**

a **Public** / Private **School District** of [State] **California,**
(circle one) (type: e.g. university, college, school, educational corporation)

with primary school/campus/office at **21380 Centre Pointe Pkwy, Santa Clarita, CA 91350,**
(address with street, city, state, zip code)

and such additional schools/campuses as listed in Exhibit A, attached and incorporated herein.

WHEREAS, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

WHEREAS, Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a “**Location**”), and

WHEREAS, the parties agree that the development of a program (the “**Program**”) whereby certain of the Organization’s students, trainees, or clients (each, a “**Participant**”) can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

1. THE PROGRAM

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen’s Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the “**Program**”). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant’s training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant’s participation in the program will be as agreed upon by the parties with respect to the Location, program period, number and schedule of hours. Use of the term “faculty” is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

* This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreen immediately. If any Participant's background check reveals a prior criminal record or any other negative material, the Organization and Walgreen will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreen may audit the Organization's background check process and background check records of Participants placed in the Program. Also, and in accordance with Walgreen's Policies and Procedures, if a Participant is placed at a Walgreen Location and the Location is part of a random drug test, the Participant will also be tested.

4.5. **Preparation and Training.** The Organization will (a) be primarily responsible for the Participants' learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

4.6. **Compliance.** The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen's personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's standards, procedures and code of ethics.

4.7. **Access.** The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner.

5. PARTICIPANT RESPONSIBILITIES

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

6. INSURANCE

6.1. **Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("**Health Insurance**"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

6.2. **Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary

entitled to injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

8.4. **HIPAA Compliance.** Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder (“**HIPAA**”). The Program may involve the Participant’s exposure to use of Walgreen Protected Health Information (“**Protected Health Information**”), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen’s policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term, and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

8.5. **Survival.** The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

9. PROGRAM PRACTICES

9.1. **Recordkeeping.** Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2. **Termination of Participants.** Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen’s business or Walgreen's responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant’s unacceptable conduct that resulted in such termination.

9.3. **No Guaranteed Offer.** Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

9.4. **No Compensation.** The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker’s Compensation coverage with respect to any Participant.

Organization

William S. Hart Union High
School District
21380 Centre Pointe Pkwy
Santa Clarita, CA 91350
Attn: Golden Oak Adult School

Walgreen

Walgreen Co.
200 Wilmot Road, M.S. #1220
Deerfield, Illinois 60015
Attn.: Manager, Talent Acquisition

With a copy to:

Walgreen Co.
104 Wilmot Road, M.S. #1434
Deerfield, Illinois 60015
Attn.: Commercial Legal Services

Notices shall be deemed given upon receipt or refusal to accept delivery.

10.11. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

[ORGANIZATION]

By: _____

Name: Erin Lilibridge

Title: Chief Financial Officer

Date: _____

WALGREEN CO.

By: _____

Name: Ellen Hirsch

Title: Director of Talent Acquisition

Date: _____

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY: _____
TALENT ACQUISITION & DIVERSITY SERVICES	BY: _____
	BY: _____



Pharmacy Visitor Agreement

Walgreens, the Pharmacy America Trusts

Honesty and integrity are the cornerstones upon which Walgreen Co., was founded and upon which we operate. We intend that Walgreen Co. will always conduct its affairs according to the highest standards of performance and that its business and actions will comply with the spirit and intent of the laws, policies, and moral codes under which we operate and live.

Our customers trust us with their health and well being as well as that of their loved ones. They trust us to provide professional, sensitive, and quality service in meeting their prescription and medication needs. They trust that we are honest in all of our dealings and respect their right to privacy. **In keeping with this policy, all patient information should be kept strictly confidential and should not be disclosed to any unauthorized person.**

Form and appearance are important. We expect Walgreens visitors to do what is right and to behave in such a manner that others will view them as having the highest standards in both professional and personal behavior. Walgreens will not tolerate any illegal, unprofessional, or unethical act by a visitor, including the unauthorized sale, possession, use, or diversion of controlled substances.

We know that you agree that acting legally and ethically is the foundation of why *Walgreens is the Pharmacy America Trusts*.

As a visitor to the Pharmacy, I will:

- **Maintain privacy and confidentiality of all patient information and pharmacy records**
- **Promptly seek advice from the appropriate source(s) when I have questions concerning the application of pharmacy policies and/or laws.**
- **Take proper precautions to maintain the physical security of the pharmacy department.**

As a visitor to the Pharmacy, I will not:

- **Disclose patient information without proper authorization.**
- **Remove, pass, or consume a drug without a valid prescription and/or without paying for it.**
- **Violate Walgreens policies, or state or federal pharmacy laws.**

I have read, understand and will abide by the Walgreen Co.'s statements on pharmacy laws, policies, and ethics. I have asked for and received clarification from the pharmacy manager/pharmacy supervisor where needed.

Signature

Date

Name (print)