

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("AGREEMENT") is made and entered into on this the 18TH day of December, 2017, by and between **Kroger Texas LLP** for its Houston Division ("PHARMACY") with principle offices located at 19245 David Memorial Dr. Shenandoah, TX 77385 and **Goose Creek CISD (Stuart Career and Technical High School)** ("SCHOOL") at 4544 Interstate 10 East, Baytown, TX 77521

WHEREAS, the SCHOOL'S pharmacy technician program is appropriately accredited and pharmacy practice experience is a required and integral component of the SCHOOL's pharmacy technician curriculum and professional preparation of the students;

WHEREAS, the SCHOOL desires the cooperation of the PHARMACY in the development and implementation of the pharmacy technician practice experience ("Program") for its students;

WHEREAS, the PHARMACY is willing to participate in the education and professional preparation of the students.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will use its best efforts to see that students selected for participation in the Program are prepared for effective participation in the clinical training phase of their overall education.

2. The SCHOOL will retain ultimate responsibility for the education of its students.

3. The SCHOOL will provide qualified and competent faculty members at the school in adequate number for the instruction and supervision of students using the PHARMACY facilities.

4. The SCHOOL will instruct all students assigned to the facilities about the confidentiality of patient/client records, the patient/client information imparted during the training experience. The SCHOOL will also instruct all students that the confidentiality requirements survive the termination or expiration of this Agreement. Notwithstanding the forgoing, to any extent the School is required to produce information or documents pursuant to its obligations under any judicial or administrative order or any other legal obligation, including without limitation the Texas Public Information Act, the School shall comply with such obligation, provided that it shall give reasonable advanced notice to Pharmacy to seek any appropriate legal remedy to protect the Pharmacy's confidential information.

5. The SCHOOL will encourage student compliance with the PHARMACY's rules, regulations, policies and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the SCHOOL will keep each student apprised of his or her responsibilities.

6. The SCHOOL warrants and represents that it maintains insurance in the types and amounts set forth on Exhibit B.

7. Notwithstanding the other provisions set forth in this Agreement, the School will retain full control of its educational programs, including without limitation the sole discretion regarding the discipline of its students and the right to remove or suspend students from such programs.~~The SCHOOL shall inform its students that they must obtain prior written approval from the PHARMACY and the SCHOOL before publishing any material related to the clinical educational experience.~~

8. The SCHOOL shall require and inform the students that they must undergo PHARMACY's background checks to ensure that no student at PHARMACY appears on the OIG or GSA exclusion list, any state exclusion list, or has committed any violation that would cause PHARMACY to violate any state or federal law, rule, or regulation, including, but not limited to, those related to Medicare, Medicaid and controlled substances, by permitting student to participate in the Program at PHARMACY. SCHOOL shall also require, at SCHOOL's expense, students to undergo PHARMACY's drug screening procedure. No student shall be permitted at PHARMACY unless a negative drug screen is received.

9. SCHOOL will require any student participating in the Program at PHARMACY to sign and adhere to the Confidentiality Agreement attached hereto and incorporated herein as Exhibit A.

B. Responsibilities of the PHARMACY

1. The PHARMACY has a responsibility to maintain a learning environment in which sound educational experiences can occur. PHARMACY will provide physical facilities and learning opportunities for the clinical study of Pharmacy.

2. The PHARMACY will provide the opportunity for students and faculty to observe and participate in agreed upon services provided by the PHARMACY.

3. The PHARMACY will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and Program assignments affect the operation of the PHARMACY and its care, direct and indirect, of patients.

4. The PHARMACY will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the SCHOOL's departmental faculty and the PHARMACY.

5. The PHARMACY will, upon request, assist the SCHOOL in the evaluation of the learning and performance of participating students.

6. To the extent possible, the PHARMACY will provide for the orientation of the students as to the philosophies, rules, regulations, and policies of the PHARMACY. Attendance at such orientation will be required before any student will be permitted to participate in the Program.

7. PHARMACY will maintain liability insurance in an amount that is customary in the community.

8. The PHARMACY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by PHARMACY or the student is removed.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of quality patient care. At the insistence of either party, a meeting or conference will promptly be held between SCHOOL and PHARMACY representatives to resolve any problems or develop any improvements in the operation of the Program.

3. The personnel of both parties will seek each other's cooperation in carrying out the provisions of this AGREEMENT. During the term of this AGREEMENT, arrangements may be made for periodic meetings between representatives of the SCHOOL and representatives of the PHARMACY to promote understanding of and adjustments to any operation or activity involved herein.

4. The parties agree the students will adhere to the PHARMACY's policies and procedures and undergo applicable training requirements in accordance with those policies and procedures (e.g. Fraud, Waste and Abuse Training and CMEA Training). The PHARMACY may request the removal of any student whom the PHARMACY determines is not performing satisfactorily, or who refuses to follow the applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why PHARMACY desires to have the student removed. The student must be afforded by the SCHOOL an opportunity to respond in writing to the statements. However, PHARMACY may immediately remove

from the premises any student who poses an immediate threat or danger to personnel, patients or to the quality of medical services, or for unprofessional behavior.

D. Term and Termination

This AGREEMENT will commence as of the date first written above and will continue indefinitely. This AGREEMENT may be canceled at any time and for any reason by either party upon not less than thirty (30) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to PHARMACY will be permitted to complete any previously scheduled clinical assignment at PHARMACY.

E. Governing Law

The laws of the State of Texas and rules and regulations issued pursuant thereto will be applied in the interpretation, execution, and enforcement of this AGREEMENT.

F. Employment Disclaimer

SCHOOL, the students participating in the Program, and any other faculty or personnel provided by SCHOOL will not be considered employees or agents of the PHARMACY for any purpose. Students and any other faculty or personnel provided by SCHOOL will not be entitled to receive any compensation from PHARMACY or any benefits of employment from PHARMACY, including but not limited to, retirement, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. PHARMACY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL. For purposes of the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA") only, students are designated members of PHARMACY's Workforce, as that term is defined by HIPAA, and will undergo PHARMACY's HIPAA training in accordance with its HIPAA policies and procedures. It is understood that in no case shall students replace regular PHARMACY staff.

G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other; except that either party may assign this AGREEMENT to an affiliate or successor-in-interest to all or substantially all of its business assets without such consent.

H. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

For the PHARMACY:
19245 David Memorial Dr.
Shenandoah, TX 77385

For the School:
4544 Interstate 10 East
Baytown, TX 77521

I. Evidence of Immunization/Health Status

If applicable, the PHARMACY shall notify the SCHOOL of any requests for evidence of immunization. The SCHOOL will then provide evidence to the PHARMACY of any required immunizations for its students.

J. Indemnification

PHARMACY will indemnify and hold harmless SCHOOL from any loss, cost, expense, penalty, claim or damage arising from the negligent act and/or omission of it, its employees, officers or agents, including negligence connected with performing its obligations under this AGREEMENT.

~~SCHOOL will indemnify and hold harmless PHARMACY from any loss, cost, expense, penalty, claim or damage arising from the negligent act and/or omission of it, its employees, officers, agents, and students, including negligence connected with performing its obligation under this AGREEMENT and the independent negligence of any student.~~

K. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

L. Headlines

Headlines in this AGREEMENT are for convenience only.

M. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties and may be modified only by a written instrument executed by both parties.

N. Federal Health Care Program Status

SCHOOL represents and warrants to PHARMACY that SCHOOL, the students and faculty members assigned to PHARMACY (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in SCHOOL, a student or a faculty member being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the SCHOOL shall immediately notify PHARMACY of any change in status of the representation and warranty set forth in this section.

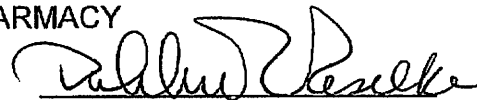
O. FERPA

Notwithstanding the other provisions set forth in this Agreement, the parties recognize that as a public independent school district, the School is subject to the Family Educational Rights and Privacy Act (FERPA), and as such the parties will mutually cooperate to ensure that the School in performance of this Agreement is able to meet its obligations under FERPA. CVS Health shall be considered a school official to the extent necessary to review student records in the performance of its duties under this Agreement as part of the School's educational programs.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed effective as of the date first written above.

PHARMACY

BY:



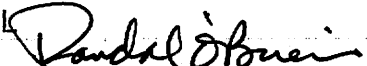
NAME: Debbie Veselka

TITLE: Clinical Sales Manager

DATE: 2/16/18

SCHOOL

BY:



NAME: Randal O'Brien

TITLE: Superintendent of Schools

DATE: 2-2-18

EXHIBIT A
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into this _____ day of _____ (month), _____ (year), by and between _____ ("Extern"), and Pharmacy, and Remington College ("SCHOOL") has entered into certain Affiliation Agreement with Pharmacy dated _____.

CONFIDENTIAL INFORMATION

1. **Confidential Information.** It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral resources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and agreements of Pharmacy and any of its facilities, affiliates or subsidiaries, and all patient information, whether written or verbal, are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.
2. **Equitable Relief for Breach.** It is acknowledged and agreed that said Confidential Information represents a unique property of Pharmacy; that the unauthorized disclosure of said Confidential Information would have a detrimental impact upon Pharmacy, its facilities, subsidiaries and affiliated corporations and/or its patients and employees; that the damages resulting from said detrimental impact would result in irreparable loss; and that it would require a multiplicity of actions at law and in equity in order to seek redress against the Extern in the event of an unauthorized disclosure. Given the foregoing, it is agreed that Pharmacy shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to Pharmacy.
3. **Strict Confidence.** Extern agrees to keep and maintain in strict confidence all Confidential Information received or obtained from Pharmacy or any officer, employee, attorney, accountant or other agent or representative of Pharmacy or any of its facilities, affiliates, or subsidiaries, in connection with the **Affiliation Agreement** referenced above, and shall not use, reproduce, distribute or disclose any such Confidential Information, and shall take reasonable efforts to prevent others from unauthorized use, reproduction, distribution or disclosure of same.
4. **Return and Destruction of Confidential Information.** Extern agrees to return to Pharmacy or destroy, upon written request, any and all materials in any form whatsoever containing any Confidential Information, including documents, brochures, financial statements, audio and visual tape, and electronic and computer storage media.
5. **No representation of accuracy.** Extern acknowledges that Pharmacy makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and each party hereto expressly disclaims any and all liability that may be based on errors and/or omissions in the Confidential Information, except as may be subsequently agreed to in writing.

PATIENT INFORMATION

6. Use of Protected Health Information. Extern shall not use Protected Health Information (hereinafter "PHI") in any manner that would constitute a violation of the Privacy Standards by the Extern or if so used by the contracting facility.
7. Disclosure of PHI. Extern shall not disclose PHI in any manner that would constitute a violation of the Privacy Standards by the Extern or if so disclosed by the contracting facility.
8. Reporting of Disclosures and Uses. In the event Extern discloses or uses PHI in violation of this Agreement, Extern shall report to Pharmacy immediately any such disclosure or use.
9. Exclusion for Breach. If Pharmacy determines that Extern has materially breached or violated his or her obligations under this Agreement, Pharmacy shall have the right, exercisable at its sole discretion, to exclude the Extern from any further participation in any educational program at the Pharmacy.
10. Alcohol and Drug Abuse Patient Records. In dealing with any records or information about Pharmacy patients receiving treatment for alcohol or drug abuse, the Extern shall fully comply with the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).
11. Definition. As used in this Agreement:
 - a. "Privacy Standards" shall mean the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, as amended from time to time.
 - b. "Protected Health Information" (or "PHI") shall mean Individually Identifiable Health Information that is (1) transmitted by electronic media; (2) maintained in any medium constituting electronic media; or (3) transmitted or maintained in any other form or medium. "PHI" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
 - c. "Electronic Media" shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
 - d. "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and:
 - (1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and
 - (a) that identifies the individual, or

(b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

GENERAL PROVISIONS

12. **Compelled Disclosure.** In the event that Extern is required or become legally compelled to disclose any of the Confidential Information in conjunction with a proceeding pending in a court of competent jurisdiction or to a governmental body, Extern will, to the extent lawful, provide Pharmacy with notice thereof within five (5) calendar days from the receipt of the subpoena or any other document requiring or compelling such disclosure, so that Pharmacy can seek a protective order or other appropriate remedy.

13. **No Waiver.** No failure or delay by Pharmacy to exercise any term, covenant, condition, or breach of any other right hereunder shall operate as a waiver thereof. Any waiver of any such right shall not be effective unless set forth in writing and signed by Pharmacy granting such waiver.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

15. **Drafting.** No provision of this Agreement shall be interpreted for or against any party on the basis that such party was the draftsman of such provision, and no presumption of burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

16. **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **Binding upon heirs.** This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns to each of the parties.

18. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The provisions of this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

19. **Term.** This Agreement shall remain in effect in perpetuity unless otherwise agreed to in writing by both parties.

20. **Entire Agreement; Modification.** This agreement constitutes the entire agreement between School and Extern with respect to the subject matter hereof and supersedes any and all oral or written agreements, understandings, and communications relating to such subject matter between School and Extern prior to the date hereof. This agreement may be modified or amended only by a writing duly authorized and executed by both parties to this agreement. This agreement may not be amended or modified by oral agreements or understandings between the parties, unless the same shall be reduced to writing duly authorized and executed by both parties.

EXTERN

SIGNATURE: _____

PRINTED NAME: _____

Date: _____



**EXHIBIT B
INSURANCE**

Pharmacy School Affiliation – (Student Interns) - Insurance Requirements

The Kroger Co. and/or Kroger's affiliates and subsidiaries may require higher insurance coverage limits and/or different coverages for certain product and service providers.

Underwritten by insurance companies rated A- or higher by A.M. Best

Must be shown as additional wording on Certificates: > "The Kroger Co. and Kroger's Affiliates and Subsidiaries are Additional Insureds" > "Primary and Non-Contributory" (except Workers' Compensation) > Waiver of Subrogation in favor of The Kroger Co.	Certificate Holder Name and Address: The Kroger Co. and Kroger's affiliates and subsidiaries C/o Ebix BPO PO Box 12010-12 Hemet, CA 92546-8010
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Must be shown as additional wording on Certificate: All insurance policies excluding workers compensation shall be "primary & non-contributory"

General Liability

Commercial General Liability	1,000,000
Occurrence Basis	Yes
Product Liability / Completed Operations	Yes
Each Occurrence	1,000,000

Professional Liability Coverage / Errors and Omissions Insurance

Per Occurrence	3,000,000
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ONLY FAX your Compliant Certificate to Kroger's Certificate Administrator – Ebix BPO @ 1-888-720-3834.

For Questions, please contact:

Contact Name:	Contact Title / Company:	Contact Phone:	Contact e-Mail:
Jim Aalberg	VP Corporate Insurance – Kroger	1-503-797-5300	jim.aalberg@kroger.com
Ed Bird	Insurance Analyst – Kroger	1-503-797-3318	edward.bird@kroger.com
Jan Stage	Kroger Certificate Administrator – Ebix BPO	1-619-407-7348	Jan.stage@ebix.com

Last Revision: December 12, 2012