



## Partnership Information Form

<b>PARTNER NAME</b>	DJUSD WorkAbility I		
<b>AGREEMENT SIGNATOR</b>			
First Name	Bruce	Last Name	Colby
Job Title	Associate Superintendent, Business Services		
Phone Number	(530) 757-5300	Email	bcolby@djUSD.net
Address	526 B Street		
City	Davis	State & Zip code	CA 95616

<b>SECONDARY CONTACT (Placement Coordinator)</b>			
First Name	Vicki	Last Name	Rich
Job Title	WorkAbility I Coordinator		
Phone Number	(530) 757-5400 x 186	Email	vrich@djUSD.net
Address	315 West 14th Street		
City	City, State & Zip code Davis, CA 95616		

<b>PROGRAM POPULATION</b> (Please check all that apply)	<b>PROGRAM TYPE</b> (Please check all that apply)
<input type="checkbox"/> Mature Worker (50+)	<input type="checkbox"/> Work Experience
<input type="checkbox"/> Youth (18-24)	<input type="checkbox"/> Observation
<input type="checkbox"/> Disability	<input type="checkbox"/> Partner Subsidized Training
<input type="checkbox"/> Military	<input type="checkbox"/> Direct Employment
<input type="checkbox"/> Adult (25-49)	<input checked="" type="checkbox"/> Other (please specify) WorkAbility I

<b>Total Experience Hours</b>	80
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<b>Description of Program</b>
WorkAbility I is a work experience program for students with disabilities. All payroll costs and Workman's Comp are carried by DJUSD for try-out work experience training students. No intent to hire at the end of training is expected. Students are screened and referred with accordance to the partnership agreement with CVS.

## CVS HEALTH FRONT STORE WORK EXPERIENCE TRAINING AGREEMENT

This Agreement is entered into on the 21 day of January, 2020 by and between CVS Health, 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., Coram L.L.C., Omnicare L.L.C. and MinuteClinic, L.L.C. and entities managed by MinuteClinic (collectively, "CVS Health") and DIUSD WorkAbility I, with offices at 526 B Street, Davis, CA 95616 (the "Partner").

**WHEREAS**, the Partner wishes to provide work experience training (hereinafter referred to as "Training Program") for its associates (hereinafter "Trainee" or "Trainees"), which requires retail facilities, equipment, services and tutelage; and

**WHEREAS**, CVS Health has the appropriate facilities, equipment, services and staff to provide the work experience training for the benefit of the Trainees;

**NOW, THEREFORE**, the Partner and CVS Health mutually agree to the following:

A. Term of Agreement

The term of this agreement shall be from the date first set forth above until it is terminated by either party giving ten (10) days' prior written notice to the other party at the address set forth in paragraph N of this agreement.

B. Responsibilities of CVS Health

CVS Health, consistent with its primary obligations to care for and serve its customers 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 Partner, by undertaking the following:

1. Provide facilities, tools, equipment, listing of available job functions, and appropriate supervision (in concert with any on-site Partner staff), for the Training Program of the Trainees;
2. Work cooperatively with the Partner staff to identify the areas or departments to be used in the Training Program along with the time schedule;
3. Assist the Trainee to keep records of training hours;
4. Provide feedback regarding the performance of the Trainee in accordance with the Partner's policy; and
5. Prevent the training of the Trainee from resulting in the reduction in hours or pay, or the termination, of any CVS Health employee.

C. Responsibilities of the Partner

The Partner agrees that it shall:

1. Appoint a primary contact (hereinafter the "Partner Coordinator") to coordinate the performance of the Agency's responsibilities hereunder;
  2. Provide CVS Health with necessary information regarding the desired goals for each Trainee's Training Program;
  3. Provide the number of Trainee to be assigned to various CVS Health facilities;
  4. Provide any and all wages, benefits and other compensation to Trainees as may be agreed to between the Partner and Trainees or as may be deemed owed as compensation under state or federal law;
  5. Ensure that all Trainees satisfy CVS Health requirements for individuals to access and work at CVS Health, including but not limited to ensure that every Trainee, prior to the beginning of their Training Program, completes the Trainee Statement and Acknowledgement Form, attached here as Exhibit A; and the Loss Prevention Policies/Procedures form attached here as Exhibit B; HIPAA Policies/ Procedures form attached here as Exhibit C; and Campus Location List attached here as Exhibit D.
  6. At its expense, carry and maintain the following insurance: (a) Workers Compensation coverage for Partner staff who may visit CVS Health in the course of the Training Program; and (b) Commercial General Liability coverage including Broad Form Vendor's Coverage with a combined single limit of not less than \$2,000,000 per occurrence. 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 (1) CVS Health and its subsidiaries and affiliates shall be named as an additional insured, (2) not less than thirty (30) days' prior, written notice shall be given to CVS in the event of any alteration or terms of such policy or of the cancellation or non-renewal thereof, and (3) such insurance will be primary insurance with respect to CVS Health and its subsidiaries and affiliates. Partner shall furnish CVS Health with a certificate of insurance evidencing coverage, and a certificate of insurance as evidence of renewal at least 30 days prior to expiration of each policy. The amount of such required insurance coverage under this section shall not limit Partner's obligations under this Agreement.
- D. Partner staff and Trainees shall be considered associates and/or employees of the Partner for all purposes including, but not limited to, workers' compensation, and will be paid, if at all, solely by the Partner. The Partner agrees that Partner staff and Trainees shall not be deemed associates, employees or agents of CVS Health and that CVS Health is not an employer or joint employer of Partner staff or Trainees.
- E. Partner staff and Trainees shall adhere to the rules, regulations, procedures, and policies of CVS Health while on CVS premises including, but not limited to, rules stated in the Trainee Statement and Acknowledgement Form, the Loss Prevention Policies/Procedures form; and the HIPAA Policy/ Procedures form attached hereto as Exhibits A, B, and C.

- F. The Trainee's training hours will be mutually determined by the Partner and the applicable CVS Health store manager, subject to applicable child labor laws.
- G. CVS Health retains the right in its sole discretion to decide which Partner Trainees or staff will participate in the Training Program and to remove any Partner staff or Trainee from the Training Program for any reason, with or without prior notice to the Partner.
- H. Trainees shall complete all introductory activities and orientations as deemed necessary by CVS Health. The Partner acknowledges that Trainees may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.
- I. The Partner and CVS Health shall meet and confer on an as-needed basis to evaluate program progress and to identify and resolve any concerns arising from the conduct of the Training Program.
- J. CVS Health shall not provide any stipend or other wages, benefits or compensation to the Partner staff or Trainees. Partner staff and Trainees will be responsible for their transportation and other expenses, including meals. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the Agency provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program. It is specifically agreed that neither CVS Health nor the Partner shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program.
- K. CVS Health agrees to indemnify and hold harmless the Partner, 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 Partner resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).
- L. The Partner agrees to indemnify, defend, save, and hold harmless CVS Health, and its officers, directors, agents, and employees, of and from any and all liability, claims, demands, debts, suits, actions, damages, and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof which arise out of or result from the negligent acts or omissions or willful misconduct of the Partner, or its officers, agents, and employees, including, but not limited to, any Trainee, but only in proportion to and to the extent caused by them.
- M. The Partner and CVS Health have non-discriminatory policies. Neither party shall discriminate against any Agency associate or other representative of the other party during the course of the relationship on the basis of race, color, creed, sex or national origin, religion, age, disability or any other characteristic protected by law.
- N. This Agreement shall be governed by the laws of the State of   (where training will occur)  .
- O. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVSHealth:  
CVS Health Pharmacy, Inc.  
Workforce Initiatives  
CVS Regional Learning Center  
1544 Piedmont Avenue  
Atlanta, GA 30324  
ATTN: Mike Romesburg, Lead manager Workforce Initiatives

Partner:

Assoc. Sup. Bruce Colby  
DJUSD WorkAbility I  
526 B Street  
Davis, CA 95616

*Executed and acknowledged as the Agreement by an authorized representative of each party:*

By: CVS Health, Inc.

By: DJUSD WorkAbility I \*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



1-27-2020

\_\_\_\_\_  
Name - Print or type

Bruce Colby  
\_\_\_\_\_  
Name - Print or type

\_\_\_\_\_  
Title

Assoc. Sup.  
\_\_\_\_\_  
Title

Last Updated: September 21, 2017

## EXHIBIT A

### **TRAINEE STATEMENT AND ACKNOWLEDGMENT FAIR LABOR STANDARDS ACT**

As an individual participating in an externship/clerkship training program (the "Training Program") at CVS Health, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, Caremark L.L.C., Coram L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C. or a MinuteClinic-managed entity (hereinafter collectively referred to as "CVS Health"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

### **CUSTOMER/PATIENT CONFIDENTIALITY**

As an individual participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health 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 Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protects CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Health or MinuteClinic employees or other Partner Personnel volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health 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 Health.

Adherence to these requirements is a condition of your participation in the Training Program.

You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your Partner 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. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged:

by: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Name)

## **EXHIBIT B**

### **LOSS PREVENTION POLICY/PROCEDURES**

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

#### **Sales Transactions:**

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

#### **Personal Purchases:**

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

#### **General Security Procedures:**

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged:

by: \_\_\_\_\_  
Signature Date



## **EXHIBIT C**

### **HIPAA POLICY/PROCEDURES**

Federal lawmakers enacted the **Health Insurance Portability and Accountability Act (HIPAA)** to better safeguard the privacy of patient records or "Protected Health Information" (PHI). This communication is designed to help you better understand how HIPAA impacts our operations as a healthcare provider, our customers and all CVS colleagues.

#### **THE NEED FOR HIPAA**

As more and more healthcare providers use electronic means to transmit health care information, there have been increasing concerns regarding the privacy of information in this process. As a result, HIPAA defines how healthcare providers such as pharmacies, hospitals, insurers and physician's offices are permitted to handle and transmit healthcare information. HIPAA provides a set of minimum standards for protection of patient privacy. It is important to note that some state laws may provide for an even greater level of protection.

#### **CVS and PRIVACY**

Protecting the health information of our customers has always been our highest priority at CVS/pharmacy. As a healthcare provider, we recognize our responsibility to safeguard health information and have very clear guidelines to help CVS colleagues protect customer privacy. (Refer to the confidentiality section in "Your Guide to CVS" for more information about these guidelines.)

CVS/pharmacy has created a Privacy Office to help provide guidance to all CVS colleagues. The Privacy Office will work to make HIPAA compliance as easy as possible for everyone at CVS/pharmacy.

#### **CVS and HIPAA**

HIPAA requires healthcare providers to implement policies and procedures to limit access to Protected Health Information (PHI) only to individuals who require access (such as our pharmacy staff) and only the minimum necessary amount of PHI to perform essential job functions. CVS/pharmacy has comprehensive policies and procedures in place to address these requirements.

Under HIPAA's Privacy Standards, CVS/pharmacy may use PHI to operate as a healthcare provider including use for treatment (*e.g., counseling a patient about a prescription*), payment (*e.g., submitting a claim to a Third Party Plan*), and healthcare operations (*e.g., Loss Prevention activities*).

In addition, HIPAA requires healthcare providers to supply patients with a Notice of Privacy Practices. The notice informs customers how CVS/pharmacy uses and discloses PHI, as well the customer's rights and responsibilities under HIPAA. At CVS/pharmacy, this notice will be provided to all pharmacy customers when they receive their prescriptions and will also be posted in the pharmacy area.

HIPAA also requires that pharmacies make a good faith effort to have their customers acknowledge receipt of this notice.

#### **HIPAA SECURITY**

CVS colleagues must work in a secure manner. When working with PHI, or other confidential information, CVS colleagues should NOT: discuss it in public places; disclose or allow access to it by unauthorized individuals; send it via public e-mail or Internet; store it on home or public computers; display personal passwords for easy retrieval, or share personal passwords. Colleagues should adopt a "clean desk" policy by locking up confidential data and properly destroying and disposing of confidential documents and/or magnetic media when no longer needed. Colleagues should also use caution when faxing confidential information. The following is in place at CVS/pharmacy to ensure HIPAA Security compliance:

Security reminders (*e.g., messages displayed when logging onto computers*)

Protection from malicious software (*e.g., use of anti-virus software*)  
Log-in monitoring  
Personal password management (*e.g., periodic password expiration and re-set*)

## **PATIENT RIGHTS**

HIPAA also gives patients an array of important rights including:

- Right to obtain a written copy of CVS' Notice of Privacy Practices
- Right to obtain a copy of their designated record set of PHI pharmacy records
- Right to request an amendment to their health record
- Right to obtain an accounting of disclosures of PHI
- Right to request a restriction of use and disclosures of PHI
- Right to file a complaint regarding handling of PHI
- Right to authorize that PHI be used or disclosed for purposes other than treatment, payment, or healthcare operations (TPO)

The Privacy Office will support our stores when patients exercise these rights.

## **UNDERSTANDING HIPAA**

HIPAA requires pharmacies to train all members of their workforce on the policies and procedures with respect to Protected Health Information (PHI). It is important to note that the training requirement applies to anyone who works for CVS/pharmacy. This includes employees, trainees, pharmacy participants, even individuals who help out as part of a job shadow or career day.

To address the training requirement, this brochure, which outlines CVS/pharmacy's obligations and commitment to protect our patient's health information, is provided to all employees. Additional training is required and available for employees who access PHI as part of their primary job function (*e.g., pharmacy staff members; personnel in the Privacy Office*).

## **HIPAA COMPLIANCE**

It is critical that all employees understand CVS/pharmacy's obligations under the HIPAA Privacy Standards and keep them in mind at all times! Under HIPAA, individuals and companies can be subject to legal sanctions, including monetary fines for noncompliance. More importantly, compliance with the Privacy Standards under HIPAA is the right thing to do for our customers and for CVS/pharmacy.

For more information or to obtain a copy of our Notice of Privacy Practices

Visit the HIPAA site on CVS/RxNet or Contact the CVS/pharmacy Privacy Office:

Phone  
(800) 287-2414  
Fax  
(401) 652-1593  
Mail  
Privacy Office  
CVS Corporation  
1 CVS Drive  
Woonsocket, RI 02895

**EXHIBIT D**

**(ONLY APPLICABLE FOR PARTNERS/ AGENCIES WITH MULTIPLE LOCATIONS)**

**PLEASE LIST ALL CAMPUS LOCATIONS AND CONTACT PERSONS**