

## **EXTERNSHIP TRAINING AGREEMENT**

**This Agreement is entered into on the 17th day of July 2012, by and between the Pharmaca Integrative Pharmacy, with several offices located throughout the counties of Alameda and San Francisco in the state of California (the “Pharmacy”), and Las Positas College, with offices at 3000 Campus Hill Drive, Livermore, California (the “College”).**

**WHEREAS**, the College has established, as part of the requirement leading to complete the California Pharmacy Technician licensing examination, a program of clinical education and community or institutional externship/clerkship training (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**, the Pharmacy 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 the Pharmacy that

A. The College will:

1. Appoint a Coordinator of Pharmacy Externship/Clerkship.
2. Appoint and maintain an Advisory Board consisting of practitioners and regular faculty members, to periodically review and revise the objectives and instructional design of the program in keeping with the goals of the curriculum.
3. Establish standards and appoint approved practitioners of pharmacy as preceptors to the clinical faculty.
4. 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 the Pharmacy.
5. See to it that all students meet current immunization standards as may be necessary to safeguard health at the Pharmacy.
6. Completion of an illegal drug use check and background check on each Student in a Training Program.
7. Authorize the Coordinator of Pharmacy/Clerkship to serve as liaison between the College and the Pharmacy to assist the preceptors and students in attaining the objectives of the Training Program.

8. Provide any legally required workers' compensation insurance for students.
- B. The Pharmacy, 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 Pharmacy 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 the Pharmacy, 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 the Pharmacy, requisite to attainment of the objectives of the program. The Pharmacy 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 the Pharmacy to participate in the College's applicable pharmacy professional practice programs for the period of this Agreement.
- 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 the Pharmacy shall be responsible for costs or expenditures incurred by the other in the conduct of the practical training program.
- D. The Pharmacy and the College agree that the student is not an employee or agent of the Pharmacy and that the student shall not be deemed an employee or agent of the Pharmacy for any purpose whatsoever. The Pharmacy and the College agree that the Pharmacy is not a joint employer of the student. To the extent that the Pharmacy 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 the Pharmacy while on the premises and during the course of instruction in the Training Program. The Pharmacy 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. Pharmacy shall notify the designated College representative as soon as reasonably possible if such termination occurs. Pharmacy 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. The certificate of insurance, which Pharmacy 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 Pharmacy 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 One Million Dollars (\$1,000,000) per occurrence.
  - 2. Professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim on a claims-made basis.
- G. The Pharmacy 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 the Pharmacy, or any of the Pharmacy's directors, agents, officers, servants or employees.
- H. The College agrees to indemnify and hold harmless the Pharmacy, its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against the Pharmacy 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 the Pharmacy, may gain knowledge of, have access to, or otherwise obtain certain confidential information about the Pharmacy. 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 the Pharmacy, 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 the Pharmacy's business operations, inventory, products or research and development program without the prior written consent of the Pharmacy, except as may be necessary in the performance of the duties of the College and/or a student under this Agreement. The College and the Pharmacy 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.
- J. 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.

K. 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 the Pharmacy.

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

**By:**

**By:**

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Signature

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Signature

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Jill Deem

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Lorenzo Lagespi

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Pharmacy Manager

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Vice Chancellor Business Services