



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/02/2025

Item Title: Memorandum of Understanding (MOU) X Action
Between CVS Health Information
and Brownsville ISD Discussion

BACKGROUND: The Career and Technical Education (CTE) Department is requesting approval to enter into a Memorandum of Understanding (MOU) with CVS Health to offer a clinical practicum training site for BISD Pharmacy Technician candidates. The term of the agreement will renew automatically for one-year terms; provided, either party may terminate agreement upon ten (10) days' prior written notice to the other.

FISCAL IMPLICATIONS: None

RECOMMENDATION: Recommend approval to enter into a MOU between BISD CTE Department and CVS Health for the 2025-2026 school year. CVS Health will provide a Pharmacy Technician practicum training site to support the goal of equipping our students with the necessary skills to earn a nationally recognized industry certification, at no cost to the district.

A. Dorsett

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Jesus H. Chavez

Reviewed by: Staff Attorney

[Signature]

Approved by: Chief Officer

Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the _____ day of _____, _____ by and between CVS Pharmacy, Inc. a Rhode Island corporation, with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its operating subsidiaries and affiliates, ("CVS Health") and _____, with offices at _____ (the "Partner").

WHEREAS, the Partner has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved health care practitioners (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services, and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the Partner and CVS Health that:

A. The Partner will:

1. Appoint a primary contact (hereinafter the "Partner Coordinator") at the Partner to coordinate performance of the Partner's responsibilities hereunder.
2. Provide information regarding dates for period of instruction, in accordance with the Partner calendar and forecasts of Students to be assigned to CVS Health.
3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the Partner Coordinator to serve as liaison between the Partner and CVS Health to achieve the objectives of the Training Program.
5. 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 Health.
6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, Loss Prevention Policy Form, and HIPAA Policy Form hereto attached as Exhibits A, B, and C). Exhibit D shall be provided when multiple campuses are hosting students from the parent company.
7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, 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 Partner, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in

accordance with guidelines and objectives of the Training Program.

2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.
 3. Completion of records and reports necessary for the conduct and verification of a Student's participation.
 4. Acceptance of Students as recommended by the Partner to be assigned to Trainers of CVS Health.
 5. Provision of existing equipment, facilities, supplies, and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.
- C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the Partner nor CVS Health 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 Partner provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.
- D. CVS Health and the Partner agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the Partner also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the Partner shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health 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. 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 Health.
- E. Students and employees of the Partner shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement form, Loss Prevention Policy/ Procedures form, and HIPAA Policy/ Procedures form attached hereto as Exhibits A, B, and C. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated Partner representative as soon as reasonably possible if such termination occurs. CVS Health 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, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health. The Partner acknowledges that Students 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.

- G. The Partner 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 Health Corporation as an additional insured party for all obligations of the Partner to CVS Health 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 Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health 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 Health 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 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).
- I. To the extent permitted by Texas State Law, The Partner agrees to indemnify and hold harmless CVS Health, 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 Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the Partner or any of the Partner's directors, agents, officers, faculty, other students, or employees. State law prohibits governmental entities from incurring a debt by indemnifying third parties.
- J. The Partner recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the Partner 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 Health, 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 Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the Partner and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the Partner shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary, or affiliate thereof to another CVS Health entity, affiliate, or subsidiary except as explicitly permitted hereunder. The Partner agrees to restrict dissemination of CVS Health Confidential Information to the Partner's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written, graphic, or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All Partner personnel and agents, including the Students, providing services for CVS Health 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 Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The Partner's obligations in this section shall survive the termination of this Agreement.

- K. The Partner and CVS Health 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, national origin, disability, or any other characteristic protected by law.
- L. This Agreement shall be governed by the laws of the State of (Texas).
- M. 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.

CVS Health Corporation
Workforce Initiatives
1 CVS Drive
Woonsocket, RI 02895
ATTN: Joana Lisboa, Workforce Initiatives Senior Manager
WI.Info@CVSHealth.com

Partner:

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 ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

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

By: CVS Health Corporation

By: _____

Signature

Signature

Name - Print or type

Name – Print or type

Title

Title

Date

Date

* If the Partner has made no changes to this Agreement, please initial here _____

Last Updated: January 2023

EXHIBIT A

STUDENT STATEMENT AND ACKNOWLEDGMENT FAIR LABOR STANDARDS ACT

As a Student or Partner Supervisor participating in a training program (the "Training Program") at CVS Pharmacy, Inc., a Rhode Island company on behalf of its operating subsidiaries and affiliates ("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 Health'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 a student 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 protect 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 Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other student 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 at CVS Health. 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: _____

Print Name: _____ Date: _____

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: _____

Print Name: _____ 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*)

HIPAA Cont.

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 Health Corporation

1 CVS Drive

Woonsocket, RI 02895

EXHIBIT D

(ONLY APPLICABLE FOR PARTNERS / AGENCIES WITH MULTIPLE LOCATIONS)

PLEASE LIST ALL LOCATIONS (Campus/Branch Name & Full Address)

POINT OF CONTACT (Name, phone, & email)