

## **FIRST AMENDMENT TO AFFILIATION AGREEMENT (Banner Health Contract Number 0483 02 60480A1)**

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT (the "Amendment") is made and entered into by and between **Tucson Unified School District Food Services ("TUSD")** and **Banner—University Medical Center Tucson Campus, LLC, an Arizona limited liability company ("Banner")** (formerly University Medical Center Corporation ("UMC")).

WHEREAS, TUSD and UMC were parties to that certain Affiliation Agreement, effective October 01, 2003, in which **UMC and TUSD developed and maintained an affiliation for the training of dietetic student interns of UMC at TUSD**, as more fully described therein (the "Agreement"); and

The parties desire to acknowledge the acquisition of UMC and merger with Banner and modify/add certain provisions in/to the Agreement; and

The parties desire to evidence this modification by execution of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment of Agreement.
  - a. TUSD and Banner acknowledge that, effective February 28, 2015, Banner Health, an Arizona nonprofit corporation, acquired all of the assets of The University of Arizona Health Network, Inc. and its subsidiaries, including University Medical Center Corporation dba the University of Arizona Medical Center – University Campus (referred to as "UMC" herein) and thereafter the new entity name is Banner—University Medical Center Tucson Campus, LLC, an Arizona limited liability company. Any reference to "UMC" in the Agreement shall hereafter be replaced with "Banner".
  - b. In Section 1 (Terms of Agreement) of the Agreement, the first sentence shall be deleted and replaced with: "This Agreement shall commence on **October 01, 2003** and continue until **September 30, 2018.**"
  - c. Section 2(i)(3) of the Agreement shall be deleted and replaced with: "Supervise student interns in those areas defined in the document titled "Banner University Medical Center - Dietetic Internship Curriculum and Evaluation" (hereafter "**Exhibit A**"), which shall be attached hereto and incorporated herein by reference."
  - d. In Section 3 (Insurance) of the Agreement, the first sentence shall be deleted and replaced with: "Each party warrants that the party participates in a program of self-insurance, or carries policies of insurance placed with a reputable insurance company with a minimum A-VII rating, and shall provide the other party with thirty (30) days' advance written notice of termination or substantial coverage change."
  - e. Section 4 (Indemnification) of the Agreement shall be deleted and replaced with: "To the extent permitted by applicable law, but without waiving any rights under an applicable state Governmental Immunity Act, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, board members, employees, subcontractors, agents and subagents (the "Indemnitees"), individually and collectively from all fines, claims, demands, suits or actions of any kind and nature by reason of the indemnifying party's acts or omissions occurring in the performance of this Agreement."
  - f. In Section 6 (Notices) of the Agreement, replace the "To UMC" address with:

**To Banner:**

Chief Executive Officer  
Banner—University Medical Center Tucson Campus, LLC  
1501 North Campbell Avenue  
Tucson AZ 85724

**Copy to:**

Chief Legal Officer/General Counsel  
Banner Health Legal Department  
2901 North Central Avenue Suite S160  
Phoenix AZ 85012 2700

- g. The following provisions shall be added to the Agreement as new Sections 11 through 15:

**11. Inspection for Accreditation.** TUSD shall, on reasonable request, permit the inspection of rotation facilities, records and other items pertaining to the rotation, by Banner or Banner's accrediting agencies.

**12. Cost of Program.** Each party shall pay all of the party's own costs associated with the party's participation in the program.

**13. Family Educational Rights and Privacy Act.** Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in the handling of educational records of students enrolled in the program. Both parties shall allow employees and agents of the other party access to the educational records maintained by the other party in properly administering the party's duties and obligations under this Agreement and to the individual students. It is also agreed that each party shall thoroughly orient the party's employees and agents of their obligations under the Family Educational Right and Privacy Act and shall maintain the party's practices in strict accordance with the requirements of said Act. Each party shall not be permitted to authorize any further disclosure of educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

**14. No Inducement of Referrals.** This Agreement is not intended to induce TUSD to refer patients to Banner.

**15. Physician Ownership.** TUSD expressly represents and warrants that **one of the following provisions applies:** (i) no physician, no physician organization and no member of any physician's immediately family owns or holds an ownership or financial interest in TUSD, including any affiliated or related entity or person, that is not the subject of an exception or "safe harbor" under applicable law, such as the exception for publicly-traded securities under 42 C.F.R. §411.356(a); **or** (ii) that TUSD is a publicly traded company and is the subject of an exception under 42 C.F.R. § 411.356(a)(1) and (a)(2); **or** (iii) one or more physicians or a member of a physician's immediate family own or have a financial relationship with TUSD, and this Agreement is the subject of an arms-length negotiation and is for fair market value compensation, is not tied to or based on an expectation by Banner that TUSD or TUSD's physician owners shall refer patients to Banner, and that the volume or value of referrals by any physician is not a part of the consideration for this Agreement.

2. **Agreement Effective.** Except as otherwise expressly provided herein, the Agreement shall remain unmodified and in full force and effect.

3. Precedence of Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern and control.
4. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
5. Incorporation. This Amendment shall be attached to, and made a part of, the Agreement.

This Amendment shall not be effective until signed by both parties.

**APPROVED:**

**BANNER—UNIVERSITY MEDICAL CENTER  
TUCSON CAMPUS, LLC,  
an Arizona limited liability company**

**TUCSON UNIFIED SCHOOL DISTRICT FOOD  
SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Thomas C. Dickson

Name: \_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer

Its: \_\_\_\_\_

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

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

## EXHIBIT A - Banner University Medical Center - Dietetic Internship Curriculum and Evaluation

Rotation: Tucson Unified School District Food Services  
 Practice Hours: 40

Weeks of Supervised Practice: 1 week  
 Didactic Hours:

Please evaluate intern's demonstration of each competency as:

**4:** Exceeds Competency/Expectation

**3:** Meets Competency/Expectation

**2\*:** Needs Improvement -

**1\*:** Incomplete/Total Lack of Effort

**0:** *Not Applicable/Not Evaluated*

**Note\*:** A score of 1 or 2 means that the intern will not get any credit for this competency.

DI Competencies	Planned Learning Experience	Rating
<b>CRDN 1.4.</b> Evaluate emerging research for application in nutrition and dietetics practice.	<ul style="list-style-type: none"> <li>▪ Summarize and evaluate article on school child nutrition program</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 2.10</b> Demonstrate professional attributes in all areas of practice.	<ul style="list-style-type: none"> <li>▪ Exhibit professionalism –</li> <li>▪ arrives on time, is engaged, completes assignments in a timely manner, works well with preceptors and fellow interns, demonstrates respect for self and others, demonstrates critical thinking and innovation</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 2.11</b> Show cultural competence/sensitivity in interactions with clients, colleagues and staff.	<ul style="list-style-type: none"> <li>▪ Review the cultural competence/sensitivity aspects considered in the development of educational materials and programs used in the TUSD community.</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 3.3</b> Demonstrate effective communications skills for clinical and customer services in a variety of formats and settings <b>CNT 4, CNT 5</b>	<ul style="list-style-type: none"> <li>▪ Provide nutrition class to elementary or middle school – TUSD</li> <li>▪ Evaluate the effectiveness of the class in a short report and propose two ways you would change the session if you taught it again and justify the changes.</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 3.7</b> Develop and deliver products, programs or services that promote consumer health, wellness and lifestyle management	<ul style="list-style-type: none"> <li>▪ Participate in overview of meal requirements, offer vs serve and nutrient standard menu planning for school foodservice - TUSD</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 3.9</b> Coordinate procurement, production, distribution and service of goods and services, demonstrating and promoting responsible use of resources	<ul style="list-style-type: none"> <li>▪ Evaluate the sustainability practices in place at TUSD</li> <li>▪ Identify two possible way to improve current sustainability practices</li> <li>▪ Assess two potential obstacles for the ideas to be implemented</li> <li>▪ Participate in activities that involve the adoption of more sustainable practices</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 3.10</b> Develop and evaluate recipes, formulas and menus for acceptability and affordability that accommodate the cultural diversity and health needs of various populations, groups and individuals	<ul style="list-style-type: none"> <li>▪ Review the process of developing a new recipe or menu and method of analysis and costing</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
	<ul style="list-style-type: none"> <li>▪ Participate in the process of new recipe development, analysis and costing (<b>note the intern will receive a 0 if they are reviewing</b>)</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>

	<p><b>the process instead of completing the project)</b></p> <ul style="list-style-type: none"> <li>▪</li> </ul>	
<b>CRDN 4.2</b> Perform management functions related to safety, security and sanitation that affect employees, customers, patients, facilities and food.	<ul style="list-style-type: none"> <li>▪ Participate in food preparation and breakfast site review at assigned school</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>DI 4.2</b> Perform management functions related to safety, security and sanitation that affect employees, customers, patients, facilities and food	<ul style="list-style-type: none"> <li>▪ Review training process for sanitation and related procedures in place at TUSD</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 4.3</b> Conduct clinical and customer service quality management activities	<ul style="list-style-type: none"> <li>▪ Conduct pocket surveys</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 4.3</b> Participate in public policy activities, including both legislative and regulatory initiatives	<ul style="list-style-type: none"> <li>▪ Become familiar with Federal Child Nutrition Program, AZ Food Code, Federal Meals Program and After School Snack Program –</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
<b>CRDN 4.7</b> Propose and use procedures as appropriate to the practice setting to reduce and protect the environment	<ul style="list-style-type: none"> <li>▪ Participate in activities that involve the adoption of more sustainable practices</li> <li>▪ Evaluate and propose the adoption of more sustainable practices such as use of environmentally safe products, reduced use of energy and waste</li> </ul>	0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>

Other Competencies	Planned Learning Experience	Check if Completed
<b>Background</b>	<ul style="list-style-type: none"> <li>▪ Review TUSD web page – Food Services</li> </ul>	<input type="checkbox"/>
<b>Background</b>	<ul style="list-style-type: none"> <li>▪ Complete assigned readings</li> </ul>	<input type="checkbox"/>
<b>Background</b>	<ul style="list-style-type: none"> <li>▪ Tour of facility, review schedule &amp; assignments</li> </ul>	<input type="checkbox"/>
<b>Evaluation</b>	<ul style="list-style-type: none"> <li>▪ Evaluate learning experience and preceptor (s)</li> </ul>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Supervising RD or Staff Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Dietetic Intern Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_