

MEMORANDUM Of AGREEMENT No. MOU2026-xxx

MEMORANDUM of AGREEMENT (AGREEMENT)

BETWEEN

THE ARIZONA DEPARTMENT OF HEALTH SERVICES ("ADHS")

and

**The Arizona Board of Regents, a body corporate for and on behalf of
[UNIVERSITY] ("CONTRACTOR")**

1. Term of the Agreement:

The term of this Agreement will be for Ten (10) years upon signature of the Agreement.

2. Termination:

- 3.1 This Agreement remains in effect until terminated in accordance with the provisions of this section, or as otherwise provided below:

3.1.1 Termination without Cause

Both the ADHS and the Contractor may terminate this Agreement at any time with sixty (60) calendar days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested. If the Contractor terminates this Agreement without cause, the Contractor shall pay the ADHS the Agreement price for all services and materials completed up to the date of termination;

3.1.2 Termination for Default

The ADHS reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Agreement, to acquire and maintain all required, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Contractor should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

3.1.3 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the ADHS may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Department is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the ADHS, it may also cancel this Contract as provided in A.R.S. § 38-511; or

3.1.4 Mutual Termination

This Agreement may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

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3. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Utilization of Confidential Information:

- 4.1. Contractor agrees not to use or disclose confidential medical information or personally identifying Information other than as permitted by this MOU or as required by law,
- 4.2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU,
- 4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor from a use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU,
- 4.4. Contractor agrees to report to the ADHS any use or disclosure of confidential medical information or personally identifying information not provided in this MOU of which it becomes aware, and
- 4.5. Contractor agrees to ensure that any agent, including a subcontractor, to whom Contractor provides confidential medical information or personally identifying information received from the ADHS or created or received by Contractor on behalf of the ADHS agrees to the same restrictions and conditions that apply through this MOU to Contractor with respect to such information.

5. Non-Discrimination:

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

6. Records:

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records ("records") relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by ADHS at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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7. Arbitration:

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

8. Indemnity Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

9. Amendment or Modifications:

No amendment or modifications to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the parties.

10. Arizona Law:

The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

11. Relationship of Parties:

The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

12. Severability:

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

13. No Parol Evidence:

This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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14. No Waiver:

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to

15. Headings:

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

16. Advertising and Promotion of Contract:

The Contractor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of an ADHS Procurement Officer.

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1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for an Academic Public Health Partnership (APHP) between the Arizona Department of Health Services (ADHS) and []. ADHS and [Univ] recognize the need to promote sustainable partnerships and strengthen the systems that affect health and health equity. This mutually beneficial partnership aims to enhance public health education and training, research, and advance public health practice and service, thereby improving the health of all communities in Arizona.

2. Partnership Principles

The work of ADHS and [] shall adhere to the following principles:

- 2.1. Establish clear and open communication by striving to understand each other's public health needs and interests, and potential contributors.
- 2.2. Promote co-learning and evidence-based and data driven action about public health and population health sciences research.
- 2.3. Respect the unique nature of each partner and the contributions of each partner to the collaboration.

3. Activity Agreements

The activities implemented under the APHP shall adhere to the following principles:

- 3.1. Sharing of resources when appropriate, allowed, and mutually agreed upon shall improve the work of both parties.
- 3.2. The formal education of [Uni] students shall continue to be the primary responsibility of [Univ]; additionally, opportunities to involve ADHS staff collaboratively in education activities and initiatives shall be sought, as appropriate.
- 3.3. Execution of public health programs shall continue to be the primary responsibility of ADHS; additionally, opportunities to involve [Univ] faculty and students in such programs shall be sought, as appropriate.
- 3.4. Both ADHS and [Univ] retain the exclusive right to appoint their respective staff and faculty including adjunct faculty from ADHS, and does not preclude joint appointments between the parties.

4. Committee

The Academic Public Health Partnership shall be guided by a Coordinating Committee. The Coordinating Committee shall work to sustain a close, working relationship between ADHS and [Univ] in overseeing all activities related to this MOU and the APHP.

- 4.1. The Committee shall be comprised of, at minimum, three (3) appointed persons from each Party and at least one (1) student from [Univ]. [Univ] and ADHS shall develop a process for selecting and appointing committee members (including [Univ] students) with terms and plans for how to replace someone who is no longer able to serve for any reason during their term.

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- 4.2. Advisory committee members shall attend regularly scheduled meetings to discuss progress of the APHP, and suggest modifications to this MOU for the upcoming years based on workforce development training needs, latest developments in the field, etc. ADHS and] shall agree to a mutually agreeable meeting schedule.
- 4.3. Business by the Committee shall be conducted on a consensus basis and the Committee shall identify and establish mechanisms for communicating and sharing information in a timely manner.
- 4.4. A member of the ADHS Office Professional Development and a member of shall facilitate day-to-day activities relevant to the APHP and serve as the APHP central contact or liaison for their organization. Each of these individuals may or may not also serve as part of the Committee.

5. Scope of Activities

Current and planned initiatives by the APHP shall be documented by having both Parties sign a project specific work order in the form of the template attached as Exhibit A hereto, or substantially equivalent. Individual project work orders shall be added or amended as outlined in Section Nine (9) (Amendment or Modifications) and with the approval of the APHP Coordinating Committee. ADHS and aim to collaborate in areas that may include, but are not restricted to, all activities mentioned in this section:

5.1. Public Health Workforce and Education

- 5.1.1. shall provide ADHS with interns and potential employee candidates in areas including, but not limited to, public health, nursing, environmental health and sustainability, biology/molecular biology, genomics, chemistry, public finance, tribal health/culture, health resiliency, information technology, artificial intelligence, geography, sociology, social work, psychology, anthropology, entomology, policy, climatology and law.
- 5.1.2. ADHS will host graduate and undergraduate students for internships and practicum opportunities according to guidelines.
- 5.1.3. ADHS may provide opportunities for clinical placements related to community public health that meet curriculum requirements in areas such as pharmacy, nursing, nutrition/dietetics, mental health, etc.
- 5.1.4. ADHS will provide opportunities for nurse practitioners, medical students, resident physicians, and other students in fields of practice, to learn through teaching and training positions at the State Psychiatric Hospital.
- 5.1.5. ADHS staff may become adjunct faculty at All such adjunct faculty will be required to meet 's standard selection criteria and will be subject 's policies applicable to all of its adjunct faculty.
- 5.1.6. Joint appointments may be established for current ADHS and staff. This includes but is not limited to the participation of and ADHS staff on committees, task forces, and workgroups, and as guest presenters and lecturers.

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5.1.7. shall coordinate with ADHS on skill building opportunities which may include, but are not limited to, data science, public health policy, public administration, leadership program evaluation, engineering, program planning, and communications.

5.1.8. The APHP Coordinating Committee shall work with appropriate ADHS and leadership, faculty, and staff to plan, develop, and implement workforce development initiatives based on the needs identified by the Parties and community partners.

5.2. Research Support

5.2.1. ADHS and shall collaborate on research and evaluation projects including, but not limited to, communicating research interests, planning projects, applying for joint funding, supplying letters of support, writing joint publications, assistance with literature reviews, and the sharing of data and analysis, when appropriate, through means aligned with currently established rules, regulations, and processes of both Parties.

5.2.2. ADHS and shall continue to maintain the Honest Broker Data Sharing Memorandum of Agreement for the sharing of public health datasets for research purposes approved by the ADHS Human Subjects Review Board.

5.2.3. shall grant ADHS staff, as determined by the department, access to its library resources including online databases, journals, and research materials that support public health.

5.3. Public Health Application

5.3.1. ADHS and shall participate in joint community health initiatives and provide technical assistance and consultation to each other as requested and when appropriate.

5.3.2. ADHS and shall collaborate on public health preparedness, response, prevention, program evaluation, and any intervention based on the needs identified by the Parties.

5.4. Information and Resource Sharing

5.4.1. When appropriate, both Parties shall identify areas where resources can be leveraged or shared.

5.4.2. ADHS and agree to allow the utilization of respective facilities across the state, when appropriate and prior approval is granted, for training, educational sessions, meetings, conferences, and the facilitation of APHP initiatives.

6. Authority

Nothing in this MOU is intended to lessen the responsibility or restrict the authority of ADHS or to act as provided by law or regulation.

7. Compliance

Each Party shall comply with all federal, state, and local laws, ordinances, and regulations in relation to this MOU.

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8. Payment

This MOU does not involve the exchange of money between the parties, except where agreed upon by mutual consent for specific activities.

9. Evaluation

This MOU shall be reviewed every year by the Parties and adjusted, if necessary.

10. Notices

10.1. Notices, correspondence, and reports from _____ to ADHS shall be sent to:

Chief Business Intel Officer

10.2. Notices, correspondence, and reports from ADHS to _____ shall be sent to:

Assistant Vice President,
University

Signatures/

Approvals FOR

[UNIVERSITY]

Executive Vice President

FOR ARIZONA DEPARTMENT OF HEALTH SERVICES:

Procurement Officer

Date: _____

Date: _____

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Exhibit A – Specific Project Template

EXAMPLE PROJECT TITLE

Background:

Purpose and Goals:

Defined Objectives:

Tasks

ADHS shall:

[Univ] will:

Deliverables:

Timeframe:

Resources required:

Notices, Correspondences, and Reports:

Notices, correspondence, and reports from ADHS to the [Univ] shall be sent to:

Notices, correspondence and reports from the [Univ] to ADHS will be sent to: