

DEPARTMENT OF STATE HEALTH SERVICES

**MEMORANDUM OF UNDERSTANDING
DSHS MOU No. **HHS00****



This Memorandum of Understanding (MOU), is entered into between the **Texas Department of State Health Services (DSHS)**, and **City of San Antonio on behalf of the San Antonio Metropolitan Health District** (the “City” or “Local Health Department” or “LHD”), who are collectively referred to herein as the “Parties.”

I. PURPOSE

The DSHS wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program’s aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the LHD.

II. AUTHORITY

The DSHS enters into this MOU under the authority of the Texas Government Code Chapter 531 and the Texas Health and Safety Code Chapters 12 and 81.

III. LIAISONS AND NOTICES

The Parties will maintain designated liaisons during the entire term of the MOU. The Parties will communicate in writing any subsequent changes in liaison personnel. The names and contact information for the initial liaisons are as follows:

DSHS

Shonté Battle
Department of State Health Services
1100 West 49th Street
Austin, Texas 78756
Phone: 512-776-7761
Email: Shonte.Battle@dshs.texas.gov

City of San Antonio

Claude A. Jacob, DrPH, MPH
Health Director
San Antonio Metropolitan Health District
Phone: 210-207-2156
Email: claudes.jacob@sanantonio.gov

IV. LEGAL NOTICES

Legal notices under this MOU will be deemed effective when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Department of State Health Services

1100 West 49th Street, MC 1911

Austin, Texas 78756

Attention: General Counsel

City of San Antonio

San Antonio Metropolitan Health District

100 W Houston St. 14th floor

San Antonio, Texas 78205

Attn: Claude A. Jacob, DrPH, MPH

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Any Party may change its address for receiving legal notice by notifying the other Parties in writing.

V. TERM AND TERMINATION

This MOU shall become effective once signed by all Parties and will be valid for five years. The Parties hereby agree that any Party may terminate the MOU sooner upon giving 30 days' written notice to the other Parties.

This MOU may be terminated in the event that federal or state law should be amended or judicially interpreted so as to render continued fulfillment of this MOU, on the part of any Party, unreasonable or impossible.

VI. AMENDMENT

This MOU may not be amended, modified, or changed except by written agreement executed by the Parties.

VII. NO FEES.

There will be no fees charged by either party for any activities under this MOU.

SIGNATURE PAGE

DSHS MOU No. HHS00

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF SAN ANTONIO

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Claude A. Jacob, DrPH, MPH

Title

Health Director, San Antonio Metropolitan
Health District

Date of Signature

Date of Signature

THE FOLLOWING ATTACHMENTS TO DSHS CONTRACT NO. HHS00 ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS MOU FOR ALL PURPOSES:

ATTACHMENT A STATEMENT OF WORK – LOCAL HEALTH DEPARTMENT

Attachment A

Statement of Work – Local Health Department

I. Purpose

The Texas Department of State Health Services (DSHS) wastewater monitoring program works with local health departments and water utilities to track pathogens in wastewater and obtain high-quality, community-level data that helps protect public health in Texas. The program's aim is to assess emerging or endemic microorganisms that cause disease by examining wastewater from distinct municipal sewersheds. Program activities shall be delivered in collaboration with the Local Health Department (LHD).

Data may be used to:

1. Understand the spread of microorganisms throughout a community;
2. Detect outbreaks in communities;
3. Assess the effectiveness of prevention approaches;
4. Identify known variants of microorganisms; and
5. Identify emerging variants of microorganisms.

II. Roles and Responsibilities of DSHS

- A. Facilitate timely and complete communications and program activities among implementing partners.
- B. Establish microorganism targets as advised by the Centers for Disease Control and Prevention. Microorganism targets may change according to public health priorities.
 - a. Influenza A virus (IAV)
 - b. Influenza B virus (IBV)
 - c. Mpox virus
 - d. Norovirus
 - e. Respiratory syncytial virus (RSV)
 - f. Severe acute respiratory syndrome-associated coronavirus 2 (SARS-CoV-2)

- C. Develop a workplan in collaboration with the LHD that includes timelines for completing program activities listed in Section II(C)(a) – Section II(C)(d).
 - a. Wastewater sampling
 - i. Provide equipment and materials for wastewater sample collection.
 - ii. Prepare and maintain sampling equipment.
 - iii. Coordinate sample collection.
 - b. Wastewater analysis
 - i. Conduct quantitative wastewater analysis to detect pathogens.
 - ii. Conduct genomic sequencing to detect variant proportions of targeted pathogens in positive wastewater samples.
 - c. Wastewater data management
 - i. Coordinate wastewater data management to produce reliable, actionable, and high-quality data for public health action.
 - d. Wastewater data reporting
 - i. Report wastewater analysis results to the City.
 - ii. Develop or review knowledge translation products (e.g., publications, presentations, etc.).
- D. Develop site-specific data-to-action plans in collaboration with the LHD.
- E. Optimize protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.

III. Roles and Responsibilities of City

- A. Review and approve workplan in collaboration with DSHS.
- B. Review optimized protocols for data timeliness and quality, including minimizing time from sample collection to data reporting and maximizing quality of reported data.
- C. Develop site-specific data-to-action plans in collaboration with DSHS.