

# 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 **The City of San Marcos** (the “Water Utility” or the “WU”), 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 WU.

### II. AUTHORITY

The Parties enter 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 49<sup>th</sup> Street  
Austin, Texas 78756  
Phone: 512-776-7761  
Email: Shonte.Battle@dshs.texas.gov

#### **City of San Marcos**

Stephanie Reyes  
City of San Marcos  
630 E Hopkins  
San Marcos, Texas 78666  
Phone: 512-393-8000  
Email: sreyes@sanmarcostx.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 Marcos**

630 E. Hopkins

San Marcos, Texas, 78666

Attn: City Manager

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.

**SIGNATURE PAGE**

**DSHS MOU No. HHS00**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CITY OF SAN MARCOS**

By:

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 – WATER UTILITY**

**Attachment A**  
**Statement of Work – Water Utility**

**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 Water Utility (WU).

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 WU that includes timelines for completing program activities outlined 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 WU.
    - ii. Develop or review knowledge translation products (e.g., publications, presentations, etc.).
- D. 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 WU**

- 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.