

## MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding  
between  
The University of Texas Health Science Center at Houston  
School of Public Health  
and  
The Texas Department of State Health Services**

This Memorandum of Understanding ("MOU") is entered into effective on the date signed ("Effective Date"), by and between the Texas Department of State Health Services ("DSHS") and The University of Texas Health Science Center at Houston ("UTHealth Houston"), on behalf of its School of Public Health ("UTHealth Houston School of Public Health"), a state institution of higher education organized under the laws of the State of Texas. UTHealth Houston and DSHS shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

WHEREAS, this MOU is designed to recognize the ever-evolving, necessary relationship between academic public health and public health practice by establishing a framework for an Academic Public Health Partnership ("APHP"). This APHP will strengthen and enhance an existing, mutually beneficial relationship between DSHS and UTHealth Houston School of Public Health.

### **Section 1 - Background and Goal**

An APHP represents a formal affiliation between an academic institution and a public health practice organization. It is designed to enhance public health education and training, research, and service to the community. The use of the APHP model will benefit both entities as it aims to address: the preparedness of students and public health professionals to meet local public health needs; continuing education and exposure to public health innovation for public health professionals; and graduates seeking employment in health departments. DSHS and UTHealth Houston School of Public Health have a long-standing, collaborative relationship and are currently involved in several initiatives.

The goal of the APHP is to identify and enhance existing collaborative measures and foster new and innovative means to better support the current and future public health workforce in order to better address the public health needs of Texas. The APHP will achieve this by facilitating collaboration in areas such as, but not limited to, educational programs, research, workforce development, and public health practice.

### **Section 2 - Scope of Activities**

NOW, THEREFORE, in consideration of the premises, the following general areas of collaboration will be hereto addressed as follows:

#### **2.1 DSHS/UTHealth Houston School of Public Health Academic Public Health Partnership Coordinating Committee**

**2.1.1** This APHP will have the oversight of a coordinating committee ("APHP Coordinating Committee") comprised of, at minimum, three (3) appointed persons from each Party and one (1) current student from UTHealth Houston School of Public Health. The APHP Coordinating Committee will work to foster a close, working relationship between DSHS and UTHealth Houston School of Public Health and oversee activities relative to this MOU.

**2.1.2** A minimum of one (1) meeting of the APHP Coordinating Committee will be convened annually to review the status of interactions between the Parties over the preceding year of this MOU and to suggest modifications to this MOU for the upcoming years. Recommendations, modifications, or initiatives proposed by the APHP Coordinating Committee will be forwarded to appropriate DSHS and UTHealth Houston School of Public Health leadership for approval.

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**2.1.3** Business by the APHP Coordinating Committee will be conducted on a consensus basis and the APHP Coordinating Committee will identify and establish mechanisms for communicating and sharing information in a timely manner.

**2.1.4** A member of the DSHS Office of Practice and Learning and the UTHealth Houston School of Public Health Office of Public Health Practice and Engagement will 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 APHP Coordinating Committee.

## **2.2 Faculty/Staff Appointments**

**2.2.1** DSHS staff may become adjunct faculty. UTHealth Houston School of Public Health shall provide DSHS with written descriptions of the qualifications, expectations, and approval process required for the appointment. An adjunct faculty appointment will not be required of DSHS staff to collaborate with UTHealth Houston School of Public Health, but is seen as an opportunity for DSHS staff should they wish to pursue it. The APHP Coordinating Committee should be made aware each time an adjunct appointment of a DSHS staff member is made, which can occur at any time during the academic year. DSHS may also identify avenues for the appointment of UTHealth Houston School of Public Health faculty and staff to affiliate positions within DSHS.

**2.2.2** DSHS shall notify UTHealth Houston School of Public Health and the APHP Coordinating Committee of opportunities for UTHealth Houston School of Public Health faculty and staff to participate on DSHS committees, advisory boards, and other entities as such needs/opportunities arise.

**2.2.3** Unless otherwise agreed upon by both Parties, adjunct faculty appointments of DSHS staff and appointments of UTHealth Houston School of Public Health faculty and staff to DSHS advisory positions will not involve an employment relationship and therefore, no remuneration or other benefits will be paid to the appointees.

## **2.3 Student-specific Activities**

**2.3.1** Practicum – The applied practice experience, or practicum, is an exciting opportunity to apply classroom learning in a workplace setting. Under the direction of a faculty mentor, students work closely with a practicum preceptor (site supervisor) to design and complete a 180-hour public health practice experience, which will include the production of high-quality deliverables. The practicum experience serves to train competent future public health professionals who will fill positions as public health leaders and is a requirement of UTHealth Houston School of Public Health Master of Public Health and Doctor of Public Health programs. DSHS will identify suitable opportunities to host UTHealth Houston School of Public Health students for practicum experiences.

**2.3.2** Field Projects – Experiences at DSHS that do not meet the qualifications of, or are not pursued by the student as practicum experiences are hereby defined as field projects. The determination of project tasks and evaluation of students will be the responsibility of the project supervisor at DSHS. Students participating in field projects may use the experience towards academic or practice opportunities (e.g., independent study credit, UTHealth Houston School of Public Health ACTion Lab, etc.) given appropriate approvals are received.

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**2.3.3** DSHS and the APHP Coordinating Committee will work to identify suitable practicum and field project opportunities within DSHS offices or relevant initiatives throughout the state and promote them to UTHealth Houston School of Public Health students through preferred and appropriate means.

### **2.4 Research, Teaching, and Practice Collaboration**

**2.4.1** DSHS and UTHealth Houston School of Public Health may collaborate on research projects including, but not limited to, communicating research interests, planning projects, applying for joint funding, supplying letters of support, writing joint publications, and the analysis and sharing of data, when appropriate, through means aligned with currently established rules, regulations, and processes of both Parties.

**2.4.2** DSHS and UTHealth Houston School of Public Health may collaborate on teaching-related activities including, but not limited to, presentations, guest lecturing, and the facilitation of educational events.

**2.4.3** DSHS and UTHealth Houston School of Public Health may participate in joint community health initiatives and provide technical assistance and consultation to each other as requested and when appropriate.

### **2.5 Workforce Development**

**2.5.1** The APHP Coordinating Committee will work with appropriate DSHS and UTHealth Houston School of Public Health leadership, faculty, and staff to plan, develop, and implement workforce development initiatives based on the needs identified by the Parties and community partners.

### **2.6 Information and Resource Exchange**

**2.6.1** When appropriate, both Parties will identify areas where resources can be leveraged or shared.

**2.6.2** DSHS and UTHealth Houston School of Public Health agree to allow the utilization of respective facilities across the state, when appropriate and prior approval is granted, for training, educational sessions, meetings, and the facilitation of APHP initiatives.

## **Section 3 - Additional Items**

### **3.1 APHP Initiatives**

**3.1.1** Current and planned initiatives in support of the APHP will be documented as exhibit items in support of this MOU. Exhibit items may be modified or added at any time with the approval of the APHP Coordinating Committee.

**3.1.2** UTHealth Houston School of Public Health, DSHS, and the APHP Coordinating Committee will continually investigate options for APHP growth.

### **3.2 Payment**

**3.2.1** This MOU does not involve the exchange of money between the Parties hereto, except where agreed upon in a written agreement for the specific activities signed by authorized signatories for both Parties.

### **3.3 Evaluation**

**3.3.1** This MOU will be reviewed every year by the Parties and adjusted, if necessary, to ensure appropriateness.

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**3.3.2** Change(s) to this MOU must be agreed upon by the APHP Coordinating Committee, in a written amendment signed by authorized signatories for both Parties.

**3.4 Notice**

**3.4.1** All written notices, requests, and communications shall be delivered by one of the following methods: in person, obtaining a signature indicating successful delivery; a recognized overnight delivery service, obtaining a signature indicating successful delivery; certified mail, obtaining a signature indicating successful delivery; email; or telefacsimile, producing a document indicating the date and time of successful transmission. Unless otherwise required in this MOU, each Party must send copies of all notices to the other Party at the appropriate address listed below:

**UTHealth Houston School of Public Health**

Eric Boerwinkle, PhD  
1200 Pressler St.  
RAS W114A  
Houston, TX 77030  
Eric.Boerwinkle@uth.tmc.edu

**DSHS**

Stacie Flenoy, CTCM  
1100 W. 49<sup>th</sup> Street, Tower Bldg., MC: 1990Austin,  
Texas 78756  
(512) 776-2265  
[stacie.flenoy@dshs.texas.gov](mailto:stacie.flenoy@dshs.texas.gov)

**3.5 Terms**

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

**3.5.2** This MOU shall be effective on the signature date of the latter of the Parties to sign and terminates on December 31, 2027.

**3.5.3** This MOU may be terminated by either Party for any reason upon thirty (30) days written notice to the other Party.

**3.5.4** The Parties agree that no provision of this MOU is in any way intended to constitute a waiver by either Party or the State of Texas of any immunities from suit or from liability that either Party or the State of Texas may have by operation of law.

**3.5.5** The Parties agree that this MOU in all respects shall be governed by and constructed in accordance with the laws of the state of Texas. The venue of any suit sought in connection with terms and conditions of this MOU is fixed in any court of competent jurisdiction in Travis County, Texas, unless mandated otherwise by statute.

**3.5.6** All information and materials related to the performance of this MOU may be subject to the Public Information Act ("PIA"), Texas Government Code Chapter 552, and will be withheld from public disclosure or released only in accordance therewith.

**3.5.7** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this MOU will not constitute a waiver of either Party's rights under this MOU.

**3.5.8** The Parties acknowledge that this MOU is the entire agreement of the Parties and that there are no other agreements, contracts, or understandings, written or oral, between them with respect to the subject matter of this MOU, other than as set forth in this MOU.

