

MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
between
The University of Texas Health Science Center at Houston,
On behalf of its School of Public Health
and
Fort Bend County, Texas**

This Memorandum of Understanding ("MOU") is entered into effective on the last date signed ("Effective Date") by and between Fort Bend County, Texas ("County"), on behalf of its Department of Health and Human Services ("FBCHHS"), a body corporate and politic under the laws of the State of Texas, and The University of Texas Health Science at Houston ("UTHealth Houston"), on behalf of all of its School of Public Health regional campuses ("UTHealth Houston School of Public Health"), a state institution of higher education organized under the laws of the State of Texas. UTHealth Houston and County shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

This MOU is designed to recognize the ever-evolving, necessary relationship between an academic public health institution and a public health practice organization by establishing a framework for an Academic Health Department ("AHD"). This AHD will strengthen and enhance a mutually beneficial relationship between FBCHHS and UTHealth Houston School of Public Health.

Section 1 - Background and Goal

An AHD represents a collaborative relationship between academic and public health practice organizations. It is designed to enhance public health education and training, research, and service to the community. The AHD model will benefit both entities as it addresses 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 public health departments. County and UTHealth Houston have a collaborative relationship and are currently involved in several initiatives.

The goal of the AHD is to identify and enhance existing collaborative measures and foster new and innovative means to support the current and future public health workforce to better address the public health needs of the communities we serve. The AHD 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 FBCHHS/UTHealth Houston School of Public Health Academic Health Department Coordinating Committee

2.1.1 The AHD will have the oversight of a coordinating committee ("AHD Coordinating Committee") comprised of a minimum of two (2) persons from each Party, appointed by each Party's leadership, and a student from UTHealth Houston School of Public Health. The AHD Coordinating Committee will work to foster a close working relationship between FBCHHS 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 AHD Coordinating Committee will be convened annually to review the interactions between the Parties over the preceding year of this MOU and suggest modifications to this MOU for the upcoming years. Recommendations, modifications, or initiatives proposed by the AHD

Coordinating Committee will be forwarded to appropriate FBCHHS and UTHealth Houston School of Public Health leadership for approval.

2.1.3 AHD Coordinating Committee business will be conducted on a consensus basis, and the committee will identify and establish mechanisms for communicating and sharing information promptly.

2.1.4 Each Party may designate a point person to facilitate day-to-day activities related to this collaboration and serve as their Party's AHD central contact or liaison. These individuals may or may not also serve as part of the AHD Coordinating Committee.

2.2 Faculty/Staff Appointments

2.2.1 FBCHHS staff may become adjunct faculty at UTHealth Houston School of Public Health. UTHealth Houston School of Public Health shall provide FBCHHS with written descriptions of the qualifications, expectations, and approval process required for the appointment. The AHD Coordinating Committee should be made aware each time an adjunct appointment of a FBCHHS staff member is made, which can occur at any time during an academic year.

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

2.2.3 FBCHHS staff with adjunct faculty appointments and UTHealth Houston School of Public Health faculty and/or staff on FBCHHS committees or an advisory board are not considered employees of that Party and will not receive any salary or other fringe benefits.

2.3 Student-specific Activities

2.3.1 FBCHHS and UTHealth Houston School of Public Health will work to identify suitable opportunities to involve students in applied learning experiences at, or facilitated through, FBCHHS. Examples include but are not limited to, practicum placements, research assistantships, and various forms of involvement in FBCHHS field projects. UTHealth Houston School of Public Health will promote such opportunities to its students. Students' participation in such projects must meet UTHealth Houston School of Public Health practicum guidelines and/or FBCHHS student internship guidelines and shall be documented in agreement(s) as necessary or required.

2.4 Research, Teaching, and Practice Collaboration

2.4.1 FBCHHS 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 analyzing and sharing data, when appropriate, through means aligned with currently established rules, regulations, and processes of both Parties. Any such research activities shall be documented in agreement(s) as necessary or required.

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

2.4.3 FBCHHS 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 AHD Coordinating Committee will work with appropriate FBCHHS 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. Examples include but are not limited to creating data use agreements to freely share data between organizations meeting security and other requirements or procedures.

2.6.2 FBCHHS and UTHealth Houston School of Public Health agree to utilize respective facilities when appropriate, and prior approval is granted for training, educational sessions, meetings, and the facilitation of AHD initiatives.

Section 3 - Additional Items

3.1 AHD Initiatives

3.1.1 FBCHHS, UTHealth Houston School of Public Health, and the AHD Coordinating Committee will continually investigate options for AHD growth and develop, support, and track relevant activities and outcomes.

3.2 Payment

3.2.1 This MOU does not involve the exchange of money between the Parties hereto, except where agreed upon in writing and signed by authorized representatives of both Parties for specific activities.

3.3 Evaluation/Amendment

3.3.1 This MOU will be reviewed annually by the Parties and amended upon written agreement of both Parties, if necessary, to ensure appropriateness.

3.3.2 Change(s) to this MOU may be made with input from the AHD Coordinating Committee and shall be agreed upon in writing and signed by authorized representatives of both Parties.

3.4 Miscellaneous

3.4.1 Each Party shall comply with all federal, state, and local laws, ordinances, and regulations concerning this MOU.

3.4.2 This MOU shall be effective as of the Effective Date for an initial term of one (1) year. Thereafter, this MOU shall automatically renew for additional terms of one (1) year, for a period not to exceed five (5) years, unless otherwise terminated as provided herein.

3.4.3 Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.

3.4.4 Indemnity: To the extent allowed by law, each party shall indemnify and defend the other party against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorneys fees, arising from activities of the party or, its agents, servants or employees, performed under this MOU that result from the negligent act, error, or omission of the party or any of the party's Houston's agents, servants, or employees.

3.4.5 Insurance: The liability of UTHealth Houston for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code (“Act”), Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. UTHealth Houston is financially responsible for the liability imposed under the Act, up to the limits set forth above. By executing this MOU, UTHealth Houston has not waived its sovereign immunity. UTHealth Houston is self-insured for Workers' Compensation Insurance provided by Chapter 503 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

3.4.6 Each party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the other party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever, except as directed by the disclosing party. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and the party shall at its expense cooperate with the other party in seeking injunctive or other equitable relief against any such person. UTHealth Houston agrees to obtain or require its students to obtain prior written consent from the County for publication of any articles relating to the educational experiences occurring at the County. Notwithstanding anything contained herein, any publications involving research activities between the parties shall be governed by the individual research agreement executed between the parties. Upon termination of this MOU or at a party's request, the other party shall promptly turn over to any documents, papers, and other matters in its possession which embody the other party's Confidential Information. Each party agrees to abide by the provisions of any applicable Federal or State Data Privacy laws and regulations.

3.4.7 Texas Public Information Act: Both UTHealth Houston and the County expressly acknowledge that both UTHealth Houston and the County are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in this MOU to the contrary, both parties shall make any information related to this MOU, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to either requesting party shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the MOU are not proprietary or confidential information.

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IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this MOU in multiple originals, effective as of the Effective Date.

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON**

By: Kevin A. Morano 11/15/2023

Kevin A. Morano, PhD
Sr. Vice President for Academic and Faculty Affairs

FORT BEND COUNTY, TEXAS



By: County Judge KP George

KP George
Fort Bend County Judge

Read and Understood

Eric
By: Boerwinkle Digitally signed by Eric Boerwinkle
Date: 2023.11.07 13:12:01 -06'00'

Eric Boerwinkle, PhD
Dean
School of Public Health

Read and Understood

By: Letosha Gale-Lowe 11/17/2023

Letosha Gale-Lowe, MD
Director
Fort Bend County Health and Human Services

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
By: dsl 11/7/2023