

****Enter name of Wastewater Monitoring Program Here****

Memorandum of Understanding

November 2022

This document is an example of a memorandum of understanding between a state health department and a wastewater treatment plant. This document does not constitute legal advice. If you wish to implement an agreement regarding wastewater monitoring, you should consult with an attorney and obtain legal advice specific to your needs.

Section One: Background

State and local health departments across the United States are partnering with wastewater utilities to monitor pathogens of concern in wastewater influent at utilities across their state. The goal of wastewater monitoring is to provide data that local public health agencies can use to understand the presence and/or trends of disease in their communities. Follow-up public health action may include community messaging about the pathogen detected, the importance of handwashing, encouragement to receive vaccines, and other resources providing more information about disease control for a specific pathogen.

Section Two: Purpose

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, scope of work, and responsibilities of the parties associated with their collaboration on wastewater surveillance. The effort is scalable and may be expanded through future agreements.

Section Three: MOU Parties

The following entities are parties to this MOU, individually referred to as Wastewater Utilities and Regulatory Agencies.

Participating parties	
Regulatory agencies:	<i>*Enter the name of your state health department here*</i>
Wastewater utility:	<i>*Enter the name of your wastewater utility here*</i>

Section Four: Responsibilities

The following is a description of the responsibilities of the MOU parties.

****Enter the name of your state health department here****

- Work with the wastewater utility to collect data necessary for interpretation of results. This may include wastewater collection catchment boundaries to allow for correlation with clinical case data for that area, flow rates, or other data as is requested by Centers for Disease Control and Prevention (CDC).
- Update, maintain, and enhance the ****enter name of state health department here**** internal wastewater dashboard for participants of the program to view their data before it is published to the public dashboard.
 - For SARS-CoV-2 (the virus that causes COVID-19), data will include RNA viral concentration (reported as copies/L), case counts, and variant data by sewershed.
 - Other pathogens or targets of public health concern may be tested in wastewater samples and shared on the public dashboard.
- Update and maintain the public dashboard on the ****enter state health department name here**** website.

- Coordinate with CDC's National Wastewater Surveillance System (NWSS) to better understand the extent of disease in communities across the United States.
- Quantify pathogen or other target concentrations from wastewater influent samples using reverse transcription digital droplet PCR, when possible.
- Test wastewater influent samples from all participating utilities for mutations indicative of SARS-CoV-2 variants of concern.
- Establish trend classifications and alert local public health agency partners to trends in their area.
 - Provide technical assistance to local public health agencies to interpret the data.
- Recruit and onboard additional utilities to participate in the collaborative.
- Provide a courier service to wastewater utilities to pick up samples and transport them to the **enter name of public health lab here**.
- Notify utilities and local public health partners when **enter name of state public health department here** begins testing for a new pathogen of concern.

Participating wastewater facilities

- Follow sampling methods as outlined in the 'SOP for Transportation of Samples' to **enter name of public health lab here**.
- Sample wastewater influent at regular intervals that may be pathogen or target specific to ensure data consistency.
- Sampling will be conducted through **enter term end date here**.
- Samples will be left for the **enter name of participating courier service here** courier at the designated pick-up spot and time.
- Furnish GIS layer of catchment area to **enter name of state health department here** for interpretation of data on the dashboard.
- Provide **enter name of state health department here** with information necessary for the interpretation of results. This may include flow rates or other data as is requested by the CDC.

Section Five: Special provisions

Nonbinding agreement

The parties agree that this MOU is to memorialize the intent of the parties regarding the program, but does not create a legal agreement between the parties. It is agreed by the parties that nothing in this MOU will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the parties. This MOU is for the benefit of the parties and does not create third-party rights.

Communications

Any communications affecting the operations covered by this agreement given by **enter name of state health department here** or the wastewater utility is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by email or fax, as follows:

- To **enter name of state health department here** at the address specified in the MOU.
- To wastewater utilities, at the party's address shown in the MOU or such other address designated within the MOU.
- All communications with the media will be coordinated with **enter name of state health department here** prior to the issuance of press releases and interviews.

Access to records and data flow

- Nothing in the agreement shall be deemed to waive or modify any public access or provision of the **enter name of state here** Open Records Act.
- All data relating to the project will be provided to **enter name of state health department here** including, but not limited to, sample locations, frequencies, collection methods, analysis methods, results, and any analysis statistics.
- Laboratory results will also be made available to the wastewater entity that generated the samples.
- All data will be analyzed by **enter name of state health department here** and provided to the wastewater utilities and local public health agencies concurrently via the **enter method of data sharing here- i.e uploaded to internal dashboard**. If deemed appropriate to share on the public dashboard by **enter state health department name here**, data will be published to the public dashboard 24 hours after being available on the **enter state health department name here** internal dashboard.
- **Enter state health department name here** will share the results of wastewater testing with CDC. This includes the CDC's National Wastewater Surveillance System, which houses a secure dashboard only accessible by public health departments.
- All abstracts, presentations, and publications that include data from this project must be reviewed by **enter name of state health department here** staff prior to presentation or publication.

Effective date

This agreement shall become effective on the date of execution by the last signatory party. It may be amended or extended upon the mutual agreement of the MOU Parties. Any party may terminate the MOU after thirty (30) days advance written notice. The MOU will expire on **enter agreement term end date**, unless extended in writing by the parties.

Section Six: Approvals

The following pages include the approval of this MOU by the MOU Parties.
