

**Memorandum of Agreement  
Between the  
County of Monterey  
And  
*Community-Based Organization***

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and the *Community-Based Organization* (hereinafter "CBO"), on behalf of the County Health Department, is retroactive from October 1, 2013 to June 30, 2015, as signed by the Director of Health ("Effective Date"). County and CBO are sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties."

**I. Purpose & Background:**

COUNTY is a sub-awardee of the California Personal Responsibility and Education Program (CA PREP). COUNTY is responsible for providing Evidence-Based Program Models (EBPMs) proven to change behavior, delay sexual activity, increase condom or contraceptive use among sexually-active youth, and/or reduce pregnancy to high-risk adolescents within Monterey County. COUNTY will provide services for CBO located at \_\_\_\_\_. The purpose of this AGREEMENT is to ensure both Parties understand and agree on how the EBPM(s) will be implemented (e.g., number of sessions, participant demographics, length of sessions, contents of sessions).

COUNTY and CBO have a common objective: to reduce the pregnancy and birth rates of high-risk youth populations at various CBO locations (e.g. local high schools) by implementing effective program models that provide teens with the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding risky sexual behaviors.

**II. Term & Termination Clause:**

The term of this AGREEMENT shall be from the effective date, October 1, 2013 to June 30, 2015, aligned with the County's Agreement with the California Department of Public Health (CDPH). This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT without cause with a thirty (30) days' advance written notice.

Board or Authorized Designee Approval/Ratification. Effect of this Agreement is contingent upon approval or ratification by the Governing Boards or authorized designee of both Parties.

The parties understand and agree that this AGREEMENT is made contingent upon availability of funds. If funds from the local, state or federal source are not obtained and continued at a level sufficient to allow for County's continuation of these services, County may give written notice of this fact to CBO, and the obligations of the parties under this AGREEMENT shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this AGREEMENT.

**III. Communication:**

The Party's representatives will communicate at least weekly via e-mail, telephone, and face to face meetings.

**IV. Notices:**

Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

**County of Monterey**

**CBO**

Rose M. Vasquez, Health Program  
Coordinator

E-mail: [VasquezRM@co.monterey.ca.us](mailto:VasquezRM@co.monterey.ca.us)

Telephone: 831-755-4541

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Curriculum**

To be culturally sensitive, there are two EBPMs' that may be used, as follows:

The first EBPM is "CUIDATE" and specifically targets Hispanic youth. This EBPM uses culturally and linguistically appropriate materials and activities to show and emphasize core Latino cultures values specifically familialism and gender role, and how those are consistent with safer sex behavior. "CUIDATE" also incorporates activities that increase knowledge and influence positive attitudes, beliefs, and self-efficacy regarding HIV sexual risk-reduction behaviors, while modeling and practicing the effective use of condom.

The second EBPM is "Be Proud! Be Responsible!" and targets a diverse population. The goal of this EBPM is to help young people change behaviors that place them at risk for HIV, STDs and pregnancy. The curriculum is intended to delay initiation of sex among sexually inexperienced youth, to reduce unprotected sex among sexually active youth, and to help young people make proud and responsible decisions about their sexual behaviors.

**VI. COUNTY Responsibilities:**

Number of participants to be served: \_\_\_\_\_.

COUNTY staff will implement the "CUIDATE" or the "Be Proud! Be Responsible!" Curriculums with fidelity by adhering to the following:

- Provide each location within CBO with at least one site visit to discuss the project, and provide information on the EBPM approach for teen pregnancy prevention.
- Have students/youth complete a baseline survey on their recent sexual behavior. Have students/youth respond to questions about their attitudes and intentions regarding risky sexual behavior and their knowledge of STIs/HIV.
- Teach STI/HIV and pregnancy prevention using the appropriate EBPM.
- Teach the six (6) EBPM modules.
- Teach at risk, high-risk students/youth identified by school staff in grades 9<sup>th</sup>-12<sup>th</sup> between the ages 14-18.
- Teach STI, HIV, and pregnancy prevention strategies, behavioral attitudes, condom negotiation and problem solving skills, build self-efficacy and a desire to practice abstinence.
- Provide all curriculum materials including an activity set (handouts, role-plays and (posters etc.).
- Implement and adhere to the core components of the EBPM.
- Survey participants on their attitudes and intentions regarding risky sexual behavior, and on their knowledge of STI/HIV and pregnancy prevention immediately after the intervention, and again at three (3) months after the intervention.

- Protect the confidentiality of any data collected from students/youth in outcome evaluations or any other source.
- Conduct and participate in program/performance evaluation to monitor the progress or success of intervention activities at three (3) months after the intervention.

**Note:** Surveys are a Federal requirement for performance measures. They do not include identifiers of participants. All surveys all conducted by County, sealed in envelopes and mailed to the University of California, San Francisco in accordance with the grant requirements of the state.

## **VII. CBO Responsibilities:**

CBO agrees to cooperate with COUNTY's implementation and evaluation of the Evidenced-Based Teen Pregnancy Prevention Program for students identified in this AGREEMENT. Specifically, CBO agrees to:

1. Meet with COUNTY staff at least once and on an ongoing basis to discuss the project, and learn more about the EBPM approach to teen pregnancy prevention. Provide MCDH staff information on students identified for the prevention/Intervention.
2. Provide assistance and support as appropriate, for COUNTY's EBPM planning, implementation, evaluation, documentation, and sustainability.
3. Participate in program evaluation (both process and outcome evaluation) by agreeing to evaluate the implementation of the prevention program/evidenced-based program model and allowing participating students to complete outcome evaluation measures before and after the program is delivered.
4. Protect the confidentiality of any data collected from students in outcome evaluations or any other source. Any data shared with COUNTY for this project will be completely confidential, stripped of all identifiers, and shared in aggregate form.
5. Provide space and staff, as needed, to assist COUNTY with implementation of the EBPM.
6. Cover meeting logistics.
7. Have the classroom teacher present during all EBPM sessions.

## **VIII. Mutual Indemnification:**

COUNTY hereby agrees to indemnify, defend, and save harmless CBO and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this Agreement.

CBO hereby agrees to indemnify, defend and save harmless COUNTY and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CBO or CBO's officers, agents and employees in connection with the performance of this Agreement.

Both parties are responsible for providing proof of insurance or self insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence

and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey  
1270 Natividad Road  
Salinas, CA 93906

CBO  
\_\_\_\_\_  
\_\_\_\_\_

**IX. Funding:** This AGREEMENT does not include exchange of funds between Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by the authority as follows.

**COUNTY**

**CBO**

By: \_\_\_\_\_  
Ray Bullick, Director of Health

By: \_\_\_\_\_  
Superintendent/President or  
designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward L. Moreno, MD, MPH, Health Officer;  
Director, Public Health Bureau

By: \_\_\_\_\_  
*Signature/Title*

Date: \_\_\_\_\_

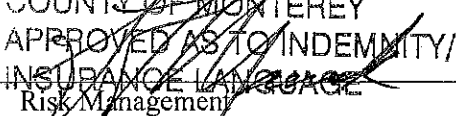
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By:   
Deputy County Counsel

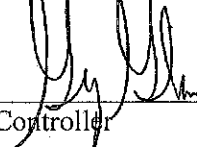
Date: 12/20/13

**COUNTY**

~~APPROVED AS TO RISK:~~  
~~COUNTY OF MONTEREY~~  
~~APPROVED AS TO INDEMNITY/~~  
By:   
~~INSURANCE LANGUAGE~~  
Risk Management

By: \_\_\_\_\_  
Date: 1/8/14

**APPROVED AS TO FISCAL PROVISIONS:**

By:   
Auditor-Controller

Date: 12-20-13