

**ATTACHMENT A:**  
**Implementation Memorandum of Understanding**  
**Between**  
**Montgomery County Public Schools**  
**And**  
**Montgomery County, Maryland, through its Department of Health and Human Services**  
**Related to**  
**Condom Availability in High School Health Rooms**

This Implementation Memorandum of Understanding (this “IMOU”) is effective as of **September 27, 2018** between Montgomery County Public Schools, a school district operated by the Board of Education of Montgomery County (hereinafter referred to as “MCPS”), and Montgomery County, Maryland (hereinafter referred to as “County”), through its Department of Health and Human Services (hereinafter referred to as “DHHS”) (each referred to individually as a “Party” and collectively as the “Parties”) and is intended to authorize the specific Information Exchange Activity specified below.

This IMOU is governed by the terms and conditions of the Umbrella Data Sharing and Program Collaboration Agreement executed between the Parties with an Effective Date of July 1, 2018. In the event that the terms and conditions of this IMOU are inconsistent with the terms and conditions of the Umbrella Data Sharing and Program Collaboration Agreement, the provisions of the Umbrella Data Sharing and Program Collaboration Agreement shall govern. Any capitalized terms not herein defined shall have the same meaning as specified in the Umbrella Data Sharing and Program Collaboration Agreement.

**I. Purpose and Statement of Work**

The purpose of this IMOU is to establish protocols to guide the availability of condoms in the health rooms of all 26 high school in MCPS to address the increased rates of sexually transmitted infections (STIs) in Montgomery County. Specifically, this IMOU establishes:

- That condoms will be available and given to high school students only in the high school health room,
- The procedures through which high school students may request and be given condoms by authorized staff members,
- The protocols that will be followed when high school students request condoms and in order to be given condoms,
- The educational information that will be provided to high school students on STIs, the prophylactic role of latex condoms in STI prevention, and the consistent and correct use of latex condoms to prevent the transmission of STIs,
- The specific duties and responsibilities of MCPS and DHHS staff members, including which who is authorized to distribute condoms to high school students who request them,
- A protocol for record keeping and the exchange of information between MCPS and DHHS.

This IMOU also applies to the three sites, Regional Institute for Children and Adolescents, the Blair G. Ewing Center, and Rock Terrace School, which serve high school students. However, only high school students in these programs (i.e., in grades 9 through 12) may receive condoms from DHHS staff members.

### Background

According to a recent report, the rates of STIs in Montgomery County have increased steadily over a three year period, with the 15–19 year old age group having the second highest chlamydia and gonorrhea rates in the county and the fourth highest syphilis rates.<sup>1</sup> In response to this report, DHHS proposed that condoms and STI prevention education be made available to high school students in high school health rooms. The Montgomery County Board of Education adopted a resolution on September 11, 2018, to collaborate with DHHS on strengthening the MCPS comprehensive health education curriculum and develop an agreement to make latex condoms and STI prevention education available in all high school health rooms, effective October 1, 2018, consistent with the procedures set forth in Section 20-102 of the *Health-General* Article of the Annotated Code of Maryland.

This program aligns with MCPS’ broader strategy of providing resources and supports to students to make safe, well-informed choices, as well as the comprehensive health education curriculum that emphasizes the life skills of goal-setting; decision making; identifying beliefs, attitudes, and motivations; assessing information; and advocacy for personal, family, and community health.

## II. Program Contacts

Each Party has designated a program contact that will be primarily responsible for coordinating the activities necessary to carry out this IMOU.

### MCPS PROGRAM CONTACT

**Name:** Dr. Jonathan T. Brice  
**Title:** Associate Superintendent  
**Office:** Office of Student and Family Support and Engagement  
**Institution:** Montgomery County Public Schools  
**Address:** 850 Hungerford Drive, Suite 50, Rockville, Maryland 20850  
**Phone:** 240-453-2426  
**Email:** Jonathan\_T\_Brice@mcpsmd.org

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<sup>1</sup> Montgomery County, Maryland, Department of Health and Human Services, Office of Planning and Epidemiology. *Health in Montgomery County, 2008-2016: A surveillance report on population health*. Rockville, Maryland. 2018.



## MC PROGRAM CONTACT

**Name:** Dr. Travis Gayles  
**Title:** Health Officer and Chief  
**Office:** Public Health Services  
**Institution:** Montgomery County Department of Health and Human Services  
**Address:** 401 Hungerford Drive, 5<sup>th</sup> Floor, Rockville, Maryland 20850  
**Phone:** 240-777-1741  
**Email:** travis.gayles@montgomerycountymd.gov

Each Party may change its designated contact by giving written notice to the other Party.

### **III. Information Exchange**

In addition to the data-sharing authorized by the separate Memorandum of Understanding between the Parties regarding school health services, the only Confidential Information that shall be shared by DHHS with MCPS shall be an annual report of the number of high school students to whom condoms were distributed and/or STI information was provided by DHHS staff per high school.

Other than the information listed above, no other Confidential Information shall be exchanged between the Parties pursuant to this IMOU.

Confidential information regarding MCPS students shall not be used, processed, stored, or analyzed by the Recipient. The only information that will be recorded regarding any visit to the school health room pursuant or related to this IMOU is a notation in the high school student's health record log that the high school student participated in a conference with the SCHN.

### **IV. Roles and Responsibilities**

#### **A. MCPS Roles and Responsibilities**

If a high school student requests information on STIs or condoms, or a supply of condoms, MCPS school-based staff members, including school administrators, school-based mental health professionals (e.g., school psychologist, school counselor, pupil personnel worker, or school social worker, teachers, etc.) may refer the high school student to the school community health nurse (SCHN) in the school health room.

This partnership with DHHS to make condoms available to high school students who request them complements the MCPS Comprehensive Health Education curriculum, which includes Maryland State Department of Education standards on personal and consumer health; family life and human sexuality; safety and injury prevention; and disease prevention and control. Health education teachers may discuss STIs and methods

for preventing the transmission of STIs as part of the Comprehensive Health Education but may not dispense condoms. If a high school student requests condoms, the health education teacher may refer the student to the SCHN.

## **B. DHHS Roles and Responsibilities**

### **Health Officer**

#### **Duties:**

- Procure latex condoms for use as prophylaxis against STIs.
- Work with the Senior Nurse Administrator to review and update, as necessary, protocols on condom availability (see page five for a description of these protocols).
- Work with the Senior Nurse Administrator to review and update, as necessary, protocols to educate high school students on STIs and the use of latex condoms to prevent the transmission of STIs.
- Work with the Senior Nurse Administrator to monitor the implementation of this MOU and the condom availability and education protocols in high schools for fidelity.
- Provide a yearly report detailing the number of students seen in HS health suites who received education on prevention of STI and who received condoms.

### **Senior Nurse Administrator**

#### **Duties:**

- Work with the Health Officer to develop and distribute protocols on condom availability.
- Work with the Health Officer to develop protocols to educate high school students on STIs and the use of latex condoms to prevent the transmission of STIs.
- Maintain records on the count of high school students who have been provided with condoms and who have received education on prevention of STI.
- Work with the Health Officer to monitor the implementation of this MOU and the condom availability and education protocols in high schools for fidelity.

### **Nurse Administrators**

#### **Duties:**

- Train SCHNs on condom availability protocol.
- Train SCHNs on how to educate high school students on STIs, how the use of prophylactics helps prevent STIs, and the consistent and correct use of male latex condoms to reduce the risk of STIs.
- Distribute condoms to each high school on a monthly basis.
- Monitor availability of and education on condoms for the prevention of STIs for fidelity.



## School Community Health Nurse (SCHN)

### Duties:

- Maintain condom supply in secure area in the high school health room (e.g., locked drawer).
- Record in health record log, "Conference with SCHN" when a high school student visits the school health room and requests information on STIs and/or condoms.
- Provide education on STIs and how to prevent their occurrence, including but not limited to education regarding:
  - How the use of latex condoms prevents the transmission of STIs, including but not limited to the following information:
    - Consistent and correct use of the male latex condom reduces the risk of STI and human immunodeficiency virus (HIV) transmission.
    - Condom use cannot provide absolute protection against any STI. The most reliable ways to avoid transmission of STIs are to abstain from sexual activity, or to be in a long-term mutually monogamous relationship with an uninfected partner.
    - To achieve maximum protection by using condoms, they must be used consistently and correctly.
    - The failure of condoms to protect against STI/HIV transmission usually results from inconsistent or incorrect use, rather than product failure.
    - Inconsistent or nonuse can lead to STI acquisition because transmission can occur with a single sex act with an infected partner.
  - How to use a condom consistently and correctly, including but not limited to the following information:
    - A new condom must be used for every act of vaginal, anal and oral sex throughout the entire sex act (from start to finish) and before there is any genital contact.
    - Procedures for correctly using a condom (including how to check the expiration date and for signs that the condom may be compromised).
    - Practices that may reduce the efficacy of the condom to prevent STIs (e.g., use of oil-based lubricants).
  - Condom storage, including but not limited to the following information:
    - Exposure to direct sunlight or fluorescent (tube) light, heat, humidity, moisture, and ozone can considerably shorten the shelf life of male latex condoms.
    - Users should inspect the condom package for expiration date before use. The condom package should be intact, without stickiness or leaks.
    - Condom packages should not be folded, or exposed to extreme conditions.
  - High school students also will be provided with two resource documents:
    - <https://www.cdc.gov/condomeffectiveness/docs/condomfactsheetinbrief.pdf>.
    - <https://www.cdc.gov/condomeffectiveness/male-condom-use.html> (available in multiple languages).
- Check expiration date of condoms prior to dispensing.
- Inspect packaging for tears, leaks, or stickiness prior to dispensing.

- Counsel students with latex allergies on alternatives and provide access to alternative products.
- Record count of number of high school students that have been provided with condoms and/or requests information on STIs.

### **School Health Room Technician (SHRT)**

#### **Duties:**

- Refer high school students to the SCHN if high school student requests condoms or information about STIs, if SCHN is in the school building.
- Record presenting issue as, “Request to see SCHN,” in health record log.
- Take contact information for the SCHN, if the SCHN is not in the school that day, so that the SCHN may follow up with the high school student at next available opportunity.

## **V. Parent/Guardian Notification**

The *Annotated Code of Maryland*, Article Health, Title 20, Section 102 states that “a minor has the same capacity as an adult to consent to...treatment for or advice about venereal disease; treatment for or advice about contraception other than sterilization...” In addition, Maryland law also states, “Without the consent of or over the express objection of a minor, a licensed health care practitioner may, but need not, give a parent, guardian, or custodian of the minor or the spouse of the parent information about treatment needed by the minor or provided to the minor under this section, except information about an abortion.”<sup>2</sup> As a result, a high school student may request condoms and/or information on the prevention of STIs without parent/guardian consent and a parent/guardian may not exempt the student from requesting condoms and/or information on the prevention of STIs.

## **VI. Duration**

This IMOU shall be effective as of the date first above written and shall expire on **June 30, 2021** (“Expiration Date”), except upon earlier termination by either Party in accordance with the terms of the Umbrella Data Sharing and Program Collaboration Agreement and subject to the survival of any provisions of the Umbrella Data Sharing and Program Collaboration Agreement in accordance with their specific terms. Confidential Information shared pursuant to this IMOU shall no longer be used after the Expiration Date. Before the expiration of this IMOU, the Parties may agree to renew this IMOU for a specified period of time by mutual written agreement.

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<sup>2</sup> <http://mgaleg.maryland.gov/webmga/firmStatutesText.aspx?article=ghg&section=20-102&ext=html&session=2017RS&tab=subject5>



**VII. Other Provisions**

- A. Amendments. No amendment or waiver of any provision of this IMOU, nor consent to any departure by any Party from, or any addition to, the written terms of this IMOU, is effective unless such amendment, waiver, or consent is in writing, executed by both Parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this IMOU. In any event, any waiver or consent is effective only as to the specific addressee, in the specific instance, and for the specific purpose given. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this IMOU, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.
- B. Counterparts. This IMOU may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Each Party may rely on facsimile or Adobe Portable Document Format (PDF) signature pages as if such facsimile or PDF signature pages were originals.

**[SIGNATURE PAGE FOLLOWS]**

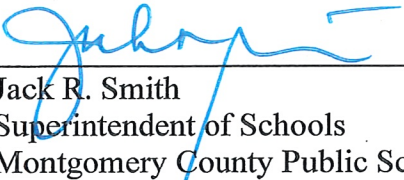
**ATTACHMENT [Insert Corresponding Letter]:  
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And  
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For an Information Exchange Activity Related to  
Condom Availability in High School Health Rooms**


**SIGNATURE PAGE**

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**Montgomery County Public Schools**

**Montgomery County, Maryland**

By:   
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Jack R. Smith  
Superintendent of Schools  
Montgomery County Public Schools

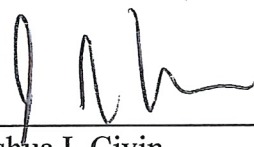
By:   
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Uma Ahluwalia, Director  
Montgomery County Department of  
Health and Human Services

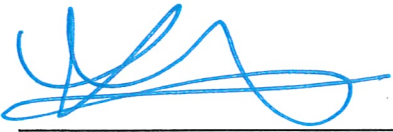
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Date: 9/28/18

*Approved as to Form and Legality:*

*Approved as to Form and Legality:*

By:   
\_\_\_\_\_  
Joshua I. Civin  
General Counsel  
Office of the General Counsel  
Montgomery County Public Schools

By:   
\_\_\_\_\_  
Lena Kim  
Associate County Attorney  
Health and Human Services Division  
Montgomery County Attorney's Office

Date: 9/28/18

Date: 9/28/18