

MEMORANDUM OF UNDERSTANDING

Between

MASSACHUSETTS HEALTH OFFICERS ASSOCIATION, INCORPORATED

And

TOWN OF MANSFIELD, MASSACHUSETTS

This Memorandum of Understanding ("MOU") is entered into by and between the Massachusetts Health Officers Association, Incorporated ("MHOA"), as a nonprofit corporation and 501(c)(3) public charity with an address of 11 Regan Road, Walpole, MA 02081, and the Town of Mansfield (the "Municipality"), a Massachusetts municipality having offices at 6 Park Row, Mansfield, MA (collectively "the Parties").

Pursuant to the terms of this MOU, the Parties will collaborate in the development of a sustainable tobacco control program that will benefit the residents of Mansfield (the "Project").

In furtherance thereof:

MHOA will utilize its existing funds derived from a grant from the Department of Public Health ("DPH")/Massachusetts Tobacco Cessation and Prevention Program ("MTCP") to:

- Conduct merchant education to foster compliance with revised local and state regulations in conjunction with An Act Modernizing Tobacco Control.
 - MHOA will develop draft merchant education material which will be reviewed and distributed by the XXX Board of Health.
 - MHOA will provide group retail tobacco training for owners/managers at the request of the Mansfield Board of Health.
 - MHOA will provide online training for store employees in both English and Spanish on the website for MHOA;
- Make available the services of an MHOA inspector trained according to MTCP protocol to conduct retail inspections and compliance checks to assess sales to people under the age of 21 and participate in the Point of Sales Toolkit ("POST") system for state data collection on behalf of the Municipality;
 - MHOA will recruit, supervise and train an inspector and underage buyer(s) according to MHOA policies, and according to MTCP protocol;
- Conduct retail tobacco inspections and compliance checks of all permitted tobacco vendors in XXX to determine compliance with local regulations and the state law following MTCP protocol;
 - MHOA will provide the Municipality with the results of all inspections the following business day, along with recommendations on enforcement in accordance with local regulations and state law;
- Conduct compliance checks according to MTCP protocol to assess sales to people under the age of 21;

- MHOA will provide the Municipality with the results of all compliance checks the following business day, along with recommendations on enforcement in accordance with local regulations and state law;
- Provide technical assistance to the Municipality's Health Department to build capacity in the areas of merchant education, retail inspections and compliance checks of their permitted tobacco sales establishments;
 - At the request of the Mansfield Health Department MHOA will provide inspection and compliance check training to the staff of the Mansfield Health Department to assist them in working toward a self-sustainable program.
 - MHOA will provide recommendations to the Mansfield Health Department on enforcement strategies according to local regulations and state law.
 - MHOA will provide the Municipality with technical assistance to ensure that local regulations are as strict or stricter than existing state law.
- Provide mentoring to increase the replication of successful tobacco cessation strategies and to increase the capacity of the Municipality to sustain sound public health policies;
 - MHOA will provide available resources to the Municipality to assist them in promoting available cessation resources to the community.
- Coordinate information exchange which will support evidence-based best practices in public health.

The Municipality agrees to:

- Authorize MHOA to provide the services described above and designate a Municipality representative as a point of contact and representative for the Project;
 - The Municipality will respond to communication from MHOA or its designees in a timely manner regarding enforcement and other time sensitive issues.
 - The Municipality will provide administrative services needed for enforcement and merchant education, including but not limited to: providing the retailer with cease and desist/correction orders or 21D tickets when there is a violation, or to distribute as the Municipality sees fit, mutually agreed upon merchant education.
- Facilitate access and any approvals and/or permissions necessary for MHOA personnel, including the employees it designated to conduct retail inspections, compliance checks, and participation in the POST system for data collection, to perform the services described above;
 - The Municipality will appoint the MHOA Inspector as its agent for enforcement in tobacco control at the first meeting following the Municipality being apprised of the hire.
- Continue to promote policies in collaboration with the Municipality's Board of Health in order to build a sustainable tobacco control program, and otherwise, improve local public health;
 - The Municipality will enforce violations according to local regulations and state law.
 - The Municipality will work with MHOA to revise current regulations as needed to include required policies of the most recent state law and any local policies the Municipality so chooses to adopt.

The Parties anticipate the Project will be completed during the Municipality's 2024 Fiscal Year, although continuation of the Project may be offered by MHOA if grant funds continue to be available. The Agreement shall terminate when the Project is completed and may be terminated by either party

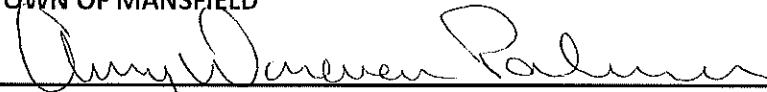
at any time, with or without cause, upon written notice to the other. In the event of termination, any equipment and/or funds contributed by MHOA shall be returned to MHOA forthwith, unless committed or spent.

Nothing in this Agreement shall constitute the naming of MHOA as an agent or legal representation of the Municipality for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto.

This MOU constitutes the entire agreement between MHOA and the Municipality and may be executed in multiple counterparts. Any and all amendments to these terms shall only be effective upon the written agreement of MHOA and the Municipality. Each Party, shall indemnify and hold the other harmless, including their respective directors, officers, employees, contractors, agents, and assigns, from arising from the negligence or the wrongful acts of the other.

This Agreement is hereby signed by a duly authorized officer of MHOA and a binding authority of the Municipality and effective as of the date last written below.

TOWN OF MANSFIELD



Name: Amy Donovan-Palmer

Title: Health Director / Agent

Date: July 5, 2023

MHOA

Name:

Title:

Date: