

**Memorandum of Understanding
Between the
County of Monterey
and the
Monterey Peninsula Unified School District**

This Memorandum of Understanding (MOU) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and Monterey Peninsula Unified School District (hereinafter "VENDOR").

1.0 Background: Monterey County Health Department Cannabis Education Program (Cannabis Program) is an awardee of Board of State and Community Corrections (BSCC) funding. BSCC grant funds will provide capacity for Cannabis Program staff to administer cannabis education and prevention utilizing the Cannabis Awareness & Prevention Toolkit (CAPT) to various middle and high school aged children within the Monterey Peninsula Unified School District.

CAPT is a theory based and evidence informed education resource aimed at preventing and delaying middle and high school students use of cannabis and encouraging those who are using to cut back or quit use. The CAPT curriculum is non-judgmental with an overarching goal of protecting youth from cannabis exposure at this critical time of brain development. To expand education capacity, CAPT can be provided remotely to students and includes components that address the increased risk of COVID-19 infection from smoking and or vaping cannabis.

2.0 Term: Subject to funding, this MOU will become effective on upon execution and end on September 30, 2023. This MOU may be amended in writing by both parties. Either party may terminate this MOU with a thirty (30) day advance written notice.

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

County of Monterey
Edward L. Moreno, MD, MPH, Health
Officer and Director of Public Health
County of Monterey Health Department
1270 Natividad Rd., Salinas CA 93906
Telephone: (831) 755-4585
E-mail: MorenoEL@ca.monterey.ca.us

Monterey Peninsula Unified School District
Daniel Diffenbaugh, Superintendent
700 Pacific Street, Monterey CA 93940
Telephone: (831) 645-1200
Fax: (831) 649-4175
E-mail: pkdiffenbaugh@mpusd.k12.ca.us

- 4.0 COUNTY Responsibilities:** COUNTY staff shall implement the Cannabis Education Program BSCC grant activities and conduct the following at participating schools: as described in Exhibit A.
- 5.0 VENDOR Responsibilities:** VENDOR will provide the following by September 30, 2023: participate in program performance evaluation, provide Cannabis Program Staff information on students identified to participate in the intervention and provide assistance for CAPT planning and implementation.
- 6.0 Mutual Indemnification:** COUNTY hereby agrees to indemnify, defend, and save harmless Monterey Peninsula Unified School District (VENDOR) 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.
- 6.1** Monterey Peninsula Unified School District (VENDOR) 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 VENDOR officers, agents and employees in connection with the performance of this Agreement.
- 6.2** 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

Health Department
1270 Natividad Rd.,
Salinas CA 93906

Vendor

Monterey Peninsula Unified School District
700 Pacific Street
Monterey, CA 93940

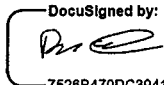
- 7.0 Fiscal Provisions:** There is no exchange of funds between parties associated with this Agreement.

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

County of Monterey

INSERT VENDOR NAME

By:
Contracts/Purchasing Officer

Ryan
Altemeyer,
By: CBO

Daniel Diffenbaugh, Superintendent

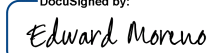
Date:

Date: 6/29/2022

By:
Elsa Jimenez, Director of Health

Date:

Approved as to Content:

By:

Ed Moreno, M.D., Public Health Bureau Chief

Date:
7/27/2022 | 2:44 PM PDT

Approved as to Form:

By:

Deputy County Counsel

Date:
7/27/2022 | 2:32 PM PDT

Approved as to Fiscal Provisions:

By:

Auditor/Controller

Date:
7/27/2022 | 2:42 PM PDT

Approved as to Liability Provisions:

By:
Risk Management

Date:

EXHIBIT-A

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "County"
AND
Monterey Peninsula Unified School District, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions**Background & Purpose:**

Monterey County Health Department Cannabis Education Program (Cannabis Program) is an awardee of Board of State and Community Corrections (BSCC) funding. BSCC grant funds will provide capacity for Cannabis Program staff to administer cannabis education and prevention utilizing the Cannabis Awareness & Prevention Toolkit (CAPT) to various middle and high school aged children within the Salinas Union High School District.

CAPT is a theory based and evidence informed educational resource aimed at preventing and delaying middle and high school students' use of cannabis and encouraging those who are using to cut back or quit. The CAPT curriculum is non-judgmental with an overarching goal of protecting youth from cannabis exposure at this critical time of brain development. To expand education capacity, CAPT can be provided remotely to students and includes components that address the increased risk of COVID -19 infection from smoking/vaping cannabis.

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Preparations	Timeline	Cost
Monterey Peninsula Unified School District faculty will meet with Cannabis Program staff at least once and on an ongoing basis to discuss the program, and learn more about the CAPT curriculum	February 2022 thru September 2023	\$0.00
Monterey Peninsula Unified School District faculty will provide assistance and support as appropriate for CAPT planning, implementation, and sustainability.	February 2022 thru September 2023	\$0.00
Sub-Total		\$0.00

Program Implementations	Timeline	Cost
Provide Cannabis Program staff information on the class size and age of students identified for the CAPT intervention Monterey Peninsula Unified School District via student health education classes. Curriculum: <ul style="list-style-type: none"> • Unit 1: Cannabis 101 • Unit 2: Health Effects • Unit 3: THC and the Brain • Unit 4: Refusal Skills and Social Norm. 	February 2022 thru September 2023	\$0.00
Provide classroom space and teaching staff or designee as needed, to assist Cannabis Program staff with implementation of the CAPT program.	February 2022 thru September 2023	\$0.00
Sub-Total		\$0.00
Program Evaluation	Timeline	Cost
Participate in program evaluation (both process and outcome evaluation) by allowing participating students to complete outcome evaluation measures before and after the CAPT program is delivered.	February 2022 thru September 2023	\$0.00
Protect the confidentiality of any data collected from students in outcome evaluations and race/ethnicity form. Any data shared with Cannabis Education staff for this project will be completely confidential, stripped of all identifies, and shared in aggregate form.	February 2022 thru September 2023	\$0.00
Grand Total		0.00

All written reports required under this Agreement must be delivered, in accordance with the schedule above to:

Michelle House, Health Program Supervisor
Monterey County Health Department
1441 Schilling Place -South 1st Floor,
Salinas CA 93901 (831) 755-4500
housem@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$0.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.