

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Tu Nidito Children and Family Services
and
Cochise County Superintendent of Schools
Office Behavioral Health Consortium

This is an agreement between Tu Nidito Children and Family Services hereinafter called **Tu Nidito** and Cochise County Superintendent of Schools Office Behavioral Health Consortium hereinafter called **CCSSO BHC**.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing Grief Support Groups for Children and Families in Tucson, Arizona, this program, hereinafter called *CCSSO BHC Grief Support Group*, is a bereavement support group for children ages 5 - 18 in Cochise County. This group will meet weekly in on a schedule that fits each school location.

In particular, this MOU is intended to:

- Establish the basis of the relationship between Tu Nidito and CCSSO BHC as it pertains to delivery of the *CCSSO BHC Grief Support Group*.
- Clarify the responsibilities and expectations of each party.

II. BACKGROUND

Tu Nidito is a 501(c) 3 non-profit organization dedicated to supporting children whose lives have been impacted by serious illness or grief. Tu Nidito's services are offered at no cost to the families that need them and include support groups for children ages 3 ½ - 18 who have experienced the death of a loved one, and for their parents and/or adult caregivers. In an effort to meet the needs of families in outlying areas of Tucson, Tu Nidito has established school-based programming for bereavement support groups.

III. LIABILITY

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

IV. CONFIDENTIAL AND PROPRIETARY INFORMATION

Notwithstanding any provision to the MOU to the contrary, disclosure of any documents or records are subject to Arizona Public Records Law, A.R.S. §§ 39-122, et seq., Information disclosed to CCSSO BHC pertaining to the operation and implementation of *CCSSO BHC Grief Support Group* is deemed confidential. Confidential information includes but is not limited to information provided by Tu Nidito in written, verbal, or digital form to CCSSO BHC. This proprietary information includes any documents related to the training or curriculum content that is created specifically for the school-based programming and operation of the *CCSSO BHC Grief Support Group*. Tu Nidito must designate this proprietary information as "confidential." CCSSO BHC shall understand this

information to be proprietary and not reproduce or share this information outside of the operation of the *CCSSO BHC Grief Support Group*.

V. Tu Nidito RESPONSIBILITIES UNDER THIS MOU

Tu Nidito shall undertake the following activities:

- Develop and deliver grief support training to staff for the *CCSSO BHC Grief Support Group*.
- Provide all staff of *CCSSO BHC Grief Support Group* with a 10-week curriculum.
- Provide virtual or phone consultation for any concerns, questions, or tasks that pertain to the facilitation and implementation of the school-based programming.
- Promote the *CCSSO BHC Grief Support Group* through community resources including but not limited to community agencies and resources, media sources and Tu Nidito communications.
- Comply with all requirements set forth by CCSSO BHC.

VI. CCSSO BHC RESPONSIBILITIES UNDER THIS MOU

CCSSO BHC shall undertake the following:

- Provide use of one room or space for the *CCSSO BHC Grief Support Group*
- Provide materials necessary for the successful operation of the *CCSSO BHC Grief Support Group* and its curriculum.
- Recruit and identify group participants prior to group beginning.
 - Ensure appropriate waivers/release of liability/consent forms are completed by parent/caregiver.
- Recruit, identify and ensure that CCSSO BHC staff members are trained prior to facilitation of the *CCSSO BHC Grief Support Group*
- Develop a safety plan within district policies should a participant need additional support or counseling outside of the group.
 - Identify a school mental health professional who is on-site/available during the *CCSSO BHC Grief Support Group*
- Promote partnership between CCSSO BHC and Tu Nidito on district website, social media, and additional community agencies.
- Direct all inquiries about the *CCSSO BHC Grief Support Group* to CCSSO BHC staff.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of Tu Nidito and CCSSO BHC authorized officials. It shall be in force from 11/15/2023 to 6/30/2024, to be re-evaluated for further partnership after this date.

Tu Nidito and CCSSO BHC indicate agreement with this MOU by their signatures.

Signatures

Tu Nidito

CCSSO BHC



Date

1/10/24

Peggy Judd, Chairman
Cochise County Board of Supervisors

Sharon Gilman, Interim Clerk of the Board
Cochise County Board of Supervisors

Date

Date
