

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) describes the agreed upon responsibilities and expectations between CALM WATERS CENTER FOR CHILDREN AND FAMILIES and [INSERT ORGANIZATION]. The purpose of this partnership is to offer FREE Grief Support Groups to participants being served by [INSERT ORGANIZATION]. This MOU will be effective JULY 1, 2023 and shall continue until JUNE 30, 2024.

# I. Term, Amendment and Termination

- a. Term: This agreement shall begin on JULY 1, 2023 and terminate on JUNE 30, 2024.
- b. *Amendment*: Amendment to this agreement may only be made in writing with consent by both parties.
- c. *Termination:* Termination of this collaboration and MOU may occur under the following circumstances:
  - i. Immediately if performance of the agreement become impossible or unduly burdensome due to an event outside the control of either party (including a disaster or act of God) or if the arrangement becomes illegal or barred by a federal or state law, regulation, or ruling;
  - ii. By ten (10) days' notice by either party should a material breach of the agreement occur

#### II. Responsibilities under this Agreement

Calm Waters agrees to:

- a. Provide 4-hours of grief training with your organization's staff. These hours are eligible to go towards CEUs to those it is applicable.
- b. Provide the Calm Waters Grief Support Group curriculum to your organization.
- c. Create registration for organization to obtain data.

By signing your initials, your organization agrees to:

Explore and secure funding opportunities for new programs, as well as adhere to all funding requirements from the funding source.
Send facilitators to observe a Calm Waters grief support group.
Schedule and attend at least one meeting with Program Coordinator or other appropriate staff member prior to beginning groups.
Organize, coordinate, and facilitate the delivery of free support groups using the provided Calm Waters Grief Support Group curriculum within the agreed upon timeframe.

Use trained facilitators to implement the curriculum. The same facilitators should
be leading the groups every week if possible.
Obtain registration for all individuals through the Calm Waters' registration process prior to each participant beginning group.
Obtain Calm Waters' post-surveys from participants after the group ends.
Acknowledging that the curriculum provided is written by and belongs to Calm Waters. By signing this MOU, your organization agrees that plagiarizing or otherwise
disseminating curriculum and materials will result in partnership termination.

# Both parties agree to:

a. Advertise and promote Student Grief Support Groups as a partnership between Calm Waters and your organization using the logos of both companies on promotional materials.

#### III. Confidentiality

- a. Both parties agree that all information and de-identified data collected between the parties will remain confidential and be used only for the improvement of the programs, and to increase community well-being.
- b. Both parties acknowledge that there may be protected information exchanged through this MOU and explicitly consent to comply with all federal and state laws, regulations, and rulings governing sensitive information.

# IV. Liability

- a. To the extent allowed by Oklahoma law, each party agrees to be solely responsible for personal injury or property damage resulting from the negligent or intentional acts or omissions of its employees, agents, or representative while on the premises and engaged in the performance of obligations under the agreement. To the extent allowed by Oklahoma law, each party agrees to defend, indemnify, and hold harmless the other for any damages caused by any acts or omissions, whether intentional or negligent, of the other in the performance of this agreement.
- b. It is understood by the stakeholder that the stakeholder's values and beliefs are not indicative or a reflection of the values and beliefs of Calm Waters and should not be advertised as such. Calm Waters is committed to equity and equality and does not discriminate on the basis of religious, racial, sexual, or gender identity. Calm Waters welcomes and values all people.

This Memorandum of Understanding has been reviewed and accepted by the management and governing bodies of the organizations indicated below.

Calm Waters Center for Children and Families:				
Head of Agency and Title		Date		
Authorized Representative and Title		Date		
Primary contact regarding this MOU: <u>Abby Tooley, MS</u>				
<u>Program Coordinator</u> (405) 841-4800 ext 107				
Tooley@calmwaters.org				
[INSERT ORGANIZATION]:				
Head of Agency and Title		Date		
Authorized Representative and Title		Date		
Primary contact regarding this MOU:				
Name:	Phone:			
Email:	Position:			