

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF _____, TEXAS,
ON BEHALF OF THE _____ MUNICIPAL COURT
AND _____, SERVICE PROVIDER**

This Memorandum of Understanding (“MOU”) set forths the responsibilities of the City of _____, Texas, on behalf of the Municipal Court (“the Court”) and _____, (“Provider”) regarding the services provided herein.

**I.
PURPOSE**

The purpose of this MOU is for the Provider to provide the services listed herein to youth (“Client”) agreeing to receive the services through a Youth Diversionary Agreement entered into with the Court.

**II.
TERM**

The MOU will commence upon signing of both parties, and have an initial term of one year beginning _____ and ending _____ (“Initial Term”). Upon expiration of the Initial Term, the MOU shall automatically renew for additional _____ year terms, unless terminated in the manner set forth below. The terms of this MOU shall remain in force during the Renewal Term(s).

**III.
TERMINATION**

Either party to this MOU may terminate it, along with the rights and duties imposed under this MOU during the Initial Term or Renewal Term by providing _____ days written notice of termination to the other party hereto.

**IV.
RECITALS**

WHEREAS the Court is established under the auspices of applicable Texas municipal and statutory law, and desires to partner for the provision of services under its Youth Diversionary Plan, and

WHEREAS the Provider is a 501c3 nonprofit (or a for-profit) organization established to provide the services described in this MOU, the Provider desires to provide the services,

NOW THEREFORE, the Court and Provider have entered into this MOU, whereby the Provider will provide services to youth (“Client”) participating under a Youth Diversionary Agreement (“Agreement”) during the Initial or Renewal Term.

**IV.
UNDERTAKING OF THE PARTIES**

[THE FOLLOWING ARE EXAMPLES OF TERMS YOU MIGHT CONSIDER ADDING TO AN MOU WITH A SERVICE PROVIDER]

The Court and Provider agree that, during the term of this MOU, the Court shall be responsible for the following:

1. Understanding the voluntary nature of participation in the services by clients, and shall notify Provider of any circumstances that may affect the Client's ability to participate with Provider.
2. Provide brochures and business cards regarding the services to prospective Clients.
3. Establish a secure mechanism to correspond with Provider regarding the Client's participation.
4. To the extent allowed by law, provide sufficient information in the referral to best assist the Provider in engaging the client in services, including but not limited to parental/legal guardian contact information, etc.
5. Inform Provider within _____ days of the Client's anticipated contact with the Provider by secure correspondence, including e-mail.

The Court and Provider agree that, during the term of this MOU, the Provider shall be responsible for the following:

1. Provide services at no cost to Clients, or if necessary, shall bill the Client directly in an amount not to exceed statutory limits. The Court shall not be obligated for any costs related to the services.
2. Ensure compliance with the MOU by informing its personnel of the terms of this MOU and the procedures to be followed in provision of the services.
3. Provide scheduled written updates to the Client, the Client's parents, and the Court's Youth Diversionary Coordinator ("YDA") on the participation and progress being made by each client receiving services the Agreement.
4. Obtain from the prospective Client and his or her parents/legal guardian, a Release of Information Form permitting Provider to speak with the prospective Client, the Court, and other stakeholders, as needed.
5. Adhere with all confidentiality and HIPAA laws in providing the services.
6. Ensure that services are available per the Provider schedule agreed-upon.
7. Provide assurance(s) to the Court that all due diligence is performed to ensure the safety of the Client e.g. evidence of performance of staff criminal background checks, safety of in-person facilities or security of virtual sessions.
8. Immediately inform the YDA of any changes affecting its performance of this MOU, including but not limited to the level of services that it provides.

The Court and Provider further agree that:

The Court, under Texas Constitution Article XI, Section 7 shall provide no indemnification of Provider.

This MOU shall be governed under Texas law. Venue for any litigation of any dispute, claim or controversy arising out of or as a result of this MOU lie exclusively in _____ County, Texas.

The Court and Provider agree to first engage in alternative dispute resolution prior to resorting to any further legal action.

Each person who signs this MOU below on behalf of a party hereto declares that he or she has the capacity and authority to bind the party on whose behalf he or she signs.

If any term of this MOU is deemed to be unlawful or otherwise unenforceable, the offending term shall be severed from the MOU and the remaining terms shall remain in effect.

AGREED:

PROVIDER	CITY OF _____
	ON BEHALF OF THE, _____
	MUNICIPAL COURT, TEXAS
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

