

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

This Memorandum of Understanding (MOU) set forth the responsibilities of the City of Lexington, Texas, on behalf of the Municipal 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 agreeing to receive the services through a Youth Diversionary Agreement entered into with the Court.

II. TERM

The MOU will commence upon the signing of both parties and have an initial term of one year beginning _____ and ending _____. Upon expiration of the initial term, the MOU shall automatically renew for an additional _____ year term, 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 10-day 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 laws and desires to partner for the provision of services under its Youth Diversionary Plan, and

WHEREAS the Provider is a 501c3 nonprofit organization (or a for-profit) 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 (Clients) participating under a youth diversion agreement during the initial or renewal term.

V. 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 business cards regarding the services to prospective Clients.**
- 3. Establish a secure mechanism to correspond with the 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 5 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 the provision of the services.**
- 3. Provide scheduled written updates to the Court's Youth Diversion Coordinator on the participation and progress being made by each client receiving services in the Agreement.**
- 4. Adhere to 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 Youth Diversion Coordinator of any changes affecting the 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. The venue for any litigation of any dispute, claim, or controversy arising out of or as a result of this MOU lies exclusively in LEE County, Texas. The Court and Provider agree to first engage in alternative dispute resolution before 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: _____

By: _____

Title: _____

Date: _____

THE CITY OF LEXINGTON ON BEHALF OF THE, MUNICIPAL COURT, LEE COUNTY TEXAS

By: _____

Title: _____

Date: _____