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MEMORANDUM OF UNDERSTANDING

1. PURPOSE:

This Memorandum of Understanding (MOU) is made and entered into on this ____ day of _____, 20____ ("Effective Date") by and between:

_____ (hereafter referred to as the "Service Provider"), located at

_____ [address of the Service Provider], and Dallas County Community Supervision & Corrections Department (DCCSCD), located at 1300 W. Mockingbird Lane, 3rd floor, Dallas, Texas 75247, for the purpose of providing ignition interlock device (IID), portable alcohol monitoring (PAM), and/or transdermal alcohol monitoring (TAM) services to clients who are under the supervision of DCCSCD.

2. TERM:

- A. The term of this MOU will be from the date indicated above in *Section 1. PURPOSE*, through _____, 20__.
- B. The Parties hereby agree to continue this MOU under the same terms included below until such time as either party gives notice of intent to terminate the MOU. Within this period, either party may terminate the MOU by giving the other party 30 days' written notice.
- C. After a period of no more than thirty-six (36) consecutive months of operation, this MOU shall cease to be valid, and the Service Provider must enter a new MOU with DCCSCD.

3. RELATIONSHIP OF PARTIES:

- A. The Service Provider is an independent agency and not an agent, servant, joint enterprise or employee of the DCCSCD. The Service Provider represents that it has, or will secure at its own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with DCCSCD.
- B. The Service Provider shall notify the DCCSCD immediately of any material change (and in no event more than three (3) days following such change) in the facts provided by the Service Provider in this MOU. If the Service Provider fails to report any material changes in the facts provided by the Service Providers in this MOU within seven (7) business days, this MOU shall be null and void beyond that date.

4. INCORPORATED DOCUMENTS:

All documents below are incorporated herein by reference. The Service Provider agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. Attachment A: Detailed Description of IID Services to be provided.
- B. Attachment B: DCCSCD Standard Format IID Summary Report.
- C. Attachment C: Detailed Description of PAM Services to be provided.
- D. Attachment D: DCCSCD Standard Format PAM Summary Report
- E. Attachment E: Detailed Description of TAM services to be provided.
- F. Attachment F: DCCSCD Standard Format of TAM Summary Report.

5. ORDER OF PRECEDENCE:

In the event of any inconsistency between the provisions of this MOU and any incorporated documents as described herein, it is agreed by all parties that the provisions of this MOU shall take precedence.

6. SCOPE OF WORK:

The Service Provider agrees to provide services in accordance with this MOU and Attachments A, B, C, D, E, and F which are hereby incorporated by reference as a part of this MOU.

7. OBLIGATIONS OF THE SERVICE PROVIDER:

- A. The Service Provider shall provide, at no cost to DCCSCD, the facility where program services will take place. The facility must always be in compliance with all applicable City, DCCSCD, State and Federal codes and ordinances. The Service Provider must request in writing and receive prior written consent before relocating the Program.
- B. The Service Provider shall provide, at no cost to DCCSCD, all materials, equipment and durable goods necessary to fulfill the obligations of this MOU.
- C. The Service Provider will follow the minimum requirements and recommendations set forth in Attachments A-F unless otherwise agreed upon in writing with DCCSCD. The Service Provider shall ensure that staff possess the credentials and qualifications needed to provide the services described in the Attachments A-F.
- D. The Service Provider agrees to conduct pre-employment and annual criminal background checks on all employees, contractors and volunteers having direct contact with clients or access to client records. The results of the criminal background checks must be available for DCCSCD review and must ensure that all employees, contractors and volunteers meet the following criminal background requirements:
 - 1. No Felony convictions (including Deferred Adjudication cases) within the past five (5) years or supervision for any Felony cases through a Community Supervision and Corrections Department within that timeframe.
 - 2. No Class B Misdemeanor convictions (including Deferred adjudication cases) within the past two (2) years or supervision for any Misdemeanor cases through a Community Supervision and Corrections Department within that timeframe.

3. No history of any Texas Penal Code Title 5 offenses- Offenses against the Person including sex offenses.
 4. Immediate notification of DCCSCD upon arrest of any employees or staff for offenses above a Class C Misdemeanor.
- E. The Service Provider must maintain records documenting that these checks have been conducted and make those records available to DCCSCD upon request.
 - F. The Service Provider agrees to maintain a file for each client from the time of enrollment. The client file information shall include all the documentation and reports associated with the provision of services detailed in Attachments A-F.
 - G. The Service Provider shall cooperate with DCCSCD in the on-going operation of the Program. This cooperation shall include but is not limited to maintaining contact and promptly furnishing requested and required information to Probation Officers and all other DCCSCD staff assigned to the Program; and granting access to Client records and Program documentation, as requested by DCCSCD.
 - H. Failure to comply with any of these clauses or any other requirements specified herein will put the Service Provider in default of this MOU and may result in immediate termination of this MOU.

8. COST:

This program is a client pay program. The Service Provider will be solely responsible for all expenses associated with the provision of these services. DCCSCD is not responsible for any payment whatsoever for this or any associated services.

9. EXAMINATION OF PROGRAM AND RECORDS:

- A. The Service Provider agrees that it will permit DCCSCD to examine and evaluate its program and Services provided under the terms of this MOU and to review client records. This examination and evaluation of the program will include unscheduled site visits, observation of Program in operation, interviews, and administration of questionnaires to clients and staff of the Service Provider.
- B. The Service Provider shall maintain documentation in the client's case file that services are being provided to the client including client payment records.
- C. The Service Provider agrees to maintain these records for a minimum of five (5) years after the clients are discharged from the program.
- D. The Service Provider agrees that any records or documents examined by DCCSCD as part of any application process, audits, inquiries, or programmatic evaluations remain the responsibility of the Service Provider. The Service Provider further agrees that DCCSCD has no obligation to retain or return any such documents and DCCSCD may destroy such records at its sole discretion.

10. COMPLIANCE:

All licenses, legal certifications or inspections required for the Services, facilities, equipment, or materials, and all applicable State and Federal laws and local ordinances must be complied with by the Service Provider. Failure to comply with this requirement shall render this MOU null and void.

11. ASSURANCES:

- A. The Service Provider agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- A. The Service Provider assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this MOU.

12. NO OBLIGATION:

In no event shall this MOU be construed to oblige DCCSCD to place alleged or adjudicated juvenile offenders with the Service Provider.

13. INSURANCE AND INDEMNIFICATION:

The Service provider shall indemnify and save the DCCSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of the Service Provider in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of the Service Provider, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, the Service Provider, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DCCSCD, the State, or their respective agents, Service Providers, employees, or licensees contributed in part to the loss or damage indemnified against.

General Liability insurance – The Service Provider shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for any one (1) occurrence.

14. TERMINATION CLAUSE:

Either party may terminate this MOU at any time, with or without cause, and in its sole and absolute discretion, upon thirty (30) days' prior written notice to the other party. Upon any termination or expiration of the Agreement, each party shall pay to the other all amounts or accounts payable then owed and unpaid between the parties, if any, within fifteen (15) calendar days of the effective date of such termination or expiration.

15. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

16. APPROVALS:

The undersigned parties agree to faithfully perform their responsibilities contained in this agreement, including all attachments. It is mutually understood that this agreement shall not become effective until approved by both parties involved.

Service Provider

Date

Arnold Patrick
Director
Dallas County CSCD

Date