Edit the items in yellow with your court’s name and county. Sign and forward a copy to: klaw@nationalonlinetraining.com

**MEMORANDUM OF UNDERSTANDING BETWEEN (**Add the name of your court**) ON BEHALF OF (**name of your county**) COUNTY, TEXAS**

**AND COURT SOLUTIONS ONLINE, PROVIDER**

This Memorandum of Understanding (“MOU”) sets forth the responsibilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas, on behalf of the (Name of your court) (“the Court”) and **COURT SOLUTIONS ONLINE**, (“Service Provider”) regarding the services provide herein.

**I.**

**PURPOSE**

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

**II.**

**TERM**

The MOU will commence upon signing of both parties, and have an initial term of one year beginning **January 1, 2025** and ending **December 31, 2025** (“Initial Term”). Upon expiration of the Initial Term, the MOU shall automatically renew for additional **10-year** terms, unless terminated in the matter 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 **30 days** written notice of termination to the other party hereto.

**IV.**

**RECITALS**

WHEREAS the Court is established under the auspices of applicable Texas Justice Court and statutory law, and desires to partner for the prevision of service under its Youth Diversionary Plan, and

WHEREAS the Provider is a for profit organization established to provide the services describe 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 service to youth (“Client”) participating under a Youth Diversionary Agreement (“Agreement”) during the Initial or Renewal Term.

**IV.**

**UNDERTAKING OF THE PARTIES**

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 service by clients, and shall notify Provider of any circumstances that may affect the Client’s ability to participate with Provider.
2. Provide brochures, referral forms, tear out sheets, 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 service, including but not limited to parental/ legal guardian contact information, etc.
5. Inform Provider within **14 days** of the Client’s anticipated contact with the Provider by secure correspondence, including e-mail and fax.

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

1. Option to provide services at no cost to Clients, or if necessary, **shall bill the Client directly in the amount not to exceed statutory limits of $100.00.** The Court shall not be obligated for any cost related to this service.
2. Ensure compliance with the MOU by informing its personnel of the terms of this MOU and the procedures to be following in provision of the services.
3. Provide scheduled written updates to the Client’s parents, and the Court’s Youth Diversion Coordinator (“YDC”) on the status and progress being made by each client receiving services per agreement.
4. Obtain from the prospective Client and his or 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 preformed 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 YDC of any changes affecting its performance of this MOU, including but not limited to the level of service 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 disputes, claim or controversy arising out of or as a result of this MOU lie exclusively in (your county) County, Texas.

The Court and Provider agree to first engage in alternate dispute resolution prior to restoring 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 they signed.

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

**AGREED:**

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| **PROVIDER: COURT SOLUTIONS, LLC**  By: Katherine Law  Title: Director  Date: November 1st, 2024 | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **ON BEHALF OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |