Transportation Services for Caldwell County Recovery Court Participants

This Memorandum of Understanding ("MOU") is entered into by and between Caldwell County RESTART, a program of Caldwell County, North Carolina ("County"), and The Cognitive Connection ("Provider")

Caldwell County and the Provider may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish procedures for the provision of transportation services for participants enrolled in Caldwell County Recovery Court when no other reliable transportation options are available.

2. SCOPE OF SERVICES

Transportation services under this MOU are limited to transporting approved Recovery Court participants to and from treatment-related appointments as required by the Recovery Court Program.

3. RESPONSIBILITIES OF CALDWELL COUNTY RESTART

The RESTART Recovery Court Coordinator shall:

3.1 Identify participant transportation needs;

3.2 Make appropriate referrals for transportation services to the Provider;

3.3 Receive monthly invoices from the Provider for transportation services rendered during the billing period; and

3.4 Submit approved invoices for payment through RESTART contractual services, in accordance with applicable County procedures.

4. RESPONSIBILITIES OF THE COGNITIVE CONNECTION

The Provider shall:

4.1 Accept referrals for transportation services for participants identified by the Recovery Court Coordinator;

4.2 Coordinate directly with participants to schedule transportation services;

4.3 Provide transportation to and from treatment appointments for participants enrolled in the Recovery Court Program, as needed, throughout the participant's involvement in the program; and

4.4 Submit monthly invoices to the Recovery Court Coordinator for transportation services provided at a rate of forty dollars ($40.00) per round trip.

5. FINANCIAL TERMS

5.1 Trips shall be invoiced monthly at a rate of forty dollars ($40.00) per round trip.

5.2 The Provider shall submit monthly invoices to the Caldwell County RESTART Recovery Court Coordinator for services rendered during the applicable billing period.

5.3 Payment terms shall be net thirty (30) days from receipt of an approved and complete invoice, subject to applicable County procedures and availability of funds.

5.4 This MOU does not obligate Recovery Court or Caldwell County beyond available and approved funding.

5.5 Payment for services is subject to compliance with County contracting, invoicing, and reimbursement requirements.

6. MODIFICATION AND TERMINATION

6.1 This MOU may be amended or modified only by mutual written agreement of the Parties.

6.2 Either Party may terminate this MOU by providing written notice at least sixty (60) days prior to the intended termination date.

7. TERM

This MOU shall become effective upon execution by both Parties and shall remain in effect unless terminated in accordance with Section 6.

8. NON-EMPLOYMENT RELATIONSHIP

Nothing in this MOU shall be construed to create an employment, partnership, or joint venture relationship between the Parties.

9. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

CALDWELL COUNTY

By: _____

Name: _____

Title: _____

Date: _____

THE COGNITIVE CONNECTION

By: _____

Name: _____

Title: _____

Date: _____