

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered between the **Commonwealth Office of Transit Authority**, hereafter referred to as "COTA", and the **CNMI Office of Vocational Rehabilitation**, hereafter referred to as "OVR".

WHEREAS, OVR is in the business of providing vocational rehabilitation consultation and services to the residents of the CNMI; and

WHEREAS, OVR has consumers that have transportation challenges that is adversely affecting such things as their abilities to avail of OVR programs, training and work opportunities; and

WHEREAS, the COTA, through its Call-a-Ride Paratransit Program, provides door-to-door/curb-to-curb, affordable, reliable, safe, comfortable public transportation services to the people in the CNMI and especially to persons with disabilities and the elderly; and

WHEREAS, COTA paratransit operators are trained in accordance with the Community Transportation Association of America PASSENGER SERVICE AND SAFETY CERTIFICATION; and other relevant training subjects to include CUSTOMER SERVICE and SENSITIVITY TRAINING; and

WHEREAS, COTA and the OVR desires to improve the quality of life of the residents of the CNMI by connecting people to such things as work, education, social services, recreational activities, health care and others and continuously removing barriers due to lack of transportation;

WHEREAS, COTA, by providing transportation services to OVR clients / consumers, support the OVR mission of promoting employment of qualified individuals with disabilities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, COTA and OVR agree as follows:

1. **ENGAGEMENT.**

- a. OVR hereby engages COTA to render, as an independent service provider, transportation services and other related services as may be agreed to in writing by OVR and COTA from time to time.
- b. OVR may assist with the Call-a-Ride Application form and process by certifying when a consumer's disability has been verified. No additional medical statements shall be necessary in that OVR validates individual disabilities during its intake and screening process.
- c. Both OVR and COTA shall collaborate and continuously improve the program and services in order to provide for the needs and expectations of the clients / consumers.
- d. COTA hereby accepts the engagement to provide transportation services to OVR and clients / consumers of OVR on the terms and conditions set forth herein.

2. **REPORTING**

COTA shall provide a monthly written report (transmitted by regular or electronic mail) to OVR on payments received and the number of riders served.

3. TERM

This MOU shall commence immediately upon signing and shall continue indefinitely as long as OVR clients / consumers have the need for transportation and COTA is available to provide the service.

4. PAYMENT

OVR will pay COTA for services rendered under this MOU as follows:

a. OVR will coordinate with the COTA Financial Manager on the options and process of payments.

b. Call-a-Ride fares:

1) Qualified Call-a-Ride rider (per 1-way segment)	\$3.00
2) Companion / non Call-a-Ride rider	\$5.00
3) No Show fee	\$5.00
4) Personal attendant	free
5) Children (under 5 years of age)	free
6) Service animals and pets	free

c. Discounted fares (for advance purchases - estimated at one round-trip per day)

1) Weekly: 6 round trips	\$33.00
2) Bi-weekly: 12 round trips	\$60.00
3) Monthly: 24 round trips	\$108.00

d. Current Fares are subject to change however, it may not increase unless 30-day written notice is provided to OVR.

5. WARRANTIES

a. The services provided by COTA shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner consistent with performance standards of public transit.

b. COTA agrees to perform the services pursuant to this MOU without infringing on or violating any consumer rights.

6. RELATIONSHIP OF PARTIES

COTA is an independent service provider of OVR. Nothing in this MOU shall be construed as creating an employer-employee relationship or as a guarantee of future employment or engagement.

7. MISCELLANEOUS

a. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of the Northern Mariana Islands without regard to conflict of law principles.

b. Entire Agreement

This MOU contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

c. Amendment

This MOU may be renegotiated, amended or terminated only with a notice of not less than 30 calendar days, in advance, in writing, signed by COTA and by a duly authorized representative of OVR.

d. Severability

If any term, provision, covenant or condition of this MOU, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this MOU and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

e. Notices

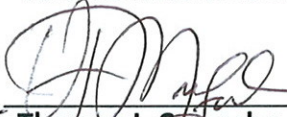
Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to COTA's principal office or to the OVR's principal office, as the case may be.

CNMI Office of Vocational Rehabilitation


Ariene Kay A. Yamagata, M.S, CRC 8/5/14
Director Date
Office of Vocational Rehabilitation


Isidro K. Seman 8/5/14
Chairman Date
State Rehabilitation Council

Commonwealth Office of Transit Authority


for Thomas J. Camacho 8/5/14
Special Assistant for Public Transportation Date
& Chairman, Commonwealth Public
Transportation Advisory Board

