

Appendix I.

Memorandum of Understanding

OMEGA Regional Coordinated Council
Memorandum of Understanding (MOU) 2019

Introduction

The Ohio Mid-Eastern Governments Association (OMEGA) and the mobility managers, transportation service providers, transit agencies, human service agencies, and stakeholders recognize the need to collaborate, communicate, and cooperate to improve transportation services in the ten-county region. The region includes Belmont, Carroll, Columbiana, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum, and Tuscarawas Counties. An efficient transportation service network is needed in order to meet the growing demands for transportation services to serve the senior and disabled populations, to provide non-emergency medical transportation, and to provide transportation services for employment and other daily life activities. Based upon demand in the region, transportation providers need to be able to work efficiently across jurisdictional boundaries.

OMEGA and the regional transportation partners worked together to develop a Regional Coordinated Public Transit/Human Services Transportation Plan. This plan, when implemented, will help better connect the regional transportation providers to populations they serve. These populations utilize the services offered by the transportation providers to access employment opportunities, medical services, basic human services, and general commercial and recreational facilities both within the region and outside the region, including out of state trips. The coordinated plan establishes a regional public transit and human services transportation network that will be accessible to residents who use these services. This Memorandum of Understanding (MOU) establishes the protocols for coordinating transportation services.

Purpose

The purpose of this MOU is to provide transportation services to more people throughout the region, especially seniors and people with disabilities, with quality service in efficient time at the lowest costs to the public and the providers. The goal is to work across jurisdictional boundaries while maintaining local capacity and to increase ridership, decrease overtime, decrease cancellations, and offer more affordable transportation to the public.

Each participating agency will continue to operate independently and this MOU will not interfere or interrupt the agency's service. This MOU will allow the local agencies to work across jurisdictional borders to coordinate transportation services for public transit and human services transportation.

Definitions

Definitions are provided in Appendices C & D of the Regional Coordinated Public Transit/Human Services Transportation Plan. Appendix C covers definitions unique to transportation service providers or human service agencies. Appendix D includes definitions for instruction for data points in select tables in the Assessment of Available Services section of the coordinated plan.

Responsibilities

By signing this agreement, each transportation agency and stakeholder agrees to participate in coordinating transportation services throughout the region. Specific responsibilities include:

1. Participate in trip coordination to include interagency transfers and providing trips for other agencies when needed at a mutually agreed upon price.
2. Provide guaranteed return trip when providing transportation for other agencies.
3. Address client needs, especially senior citizens and disabled riders.
4. Designate at least one representative or designee to participate in Regional Coordinated Council meetings and conference calls.
5. Each agency will have one vote on the Regional Coordinated Council.
6. Participate in development of uniform cost allocation program for interagency trips.
7. Participate in the development, prioritization, and implementation of transportation projects for the region.
8. Provide origin and destination data to OMEGA by April 1 for the prior calendar year.
9. Provide annual updates to transportation service provider data.
10. Participate in annual reviews and updates to the Regional Coordinated Plan.
11. Agree not to pirate trips from other agencies.
12. Agree to participate in the development of bylaws to govern the Regional Coordinated Council which will become a designated subcommittee of OMEGA. The Regional Coordinated Council will provide recommendations to the OMEGA Executive Board for formal adoption and implementation.
13. Agencies who participate in the Mid-Ohio Mobility Solutions Call Center shall abide by the terms and conditions of the Business Associate Agreement in addition to the provisions provided in this MOU.
14. Comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations and amendments (HIPAA).

Responsibility for Compliance

The directors of each participating agency will be responsible for ensuring that the MOU is followed and understood, and the implementation process of the Regional Coordinated Public Transit/Human Services Transportation Plan is enacted appropriately within their local jurisdiction.

Amendments to the MOU

The terms and conditions of this MOU will be reviewed annually during the annual review and update process to the Regional Coordinated Public Transit/Human Services Transportation Plan or as deemed necessary by the lead agency, OMEGA, and the Regional Coordinated Council. Any amendments to this MOU will require formal adoption by OMEGA’s Executive Board and the Regional Coordinated Council and execution by all participating agencies.

Withdrawal

Any agency may withdraw from participation in this MOU and the Regional Coordinated Council by formal action of that agency and upon providing thirty (30) days written notice to OMEGA. Such notice shall be signed by the Chief Executive Officer of that Agency.

Severability

If any part or portion of this MOU is found to be contrary to law and thereby held to be null and void, all other provisions of the MOU shall remain in full force and effect and shall not be otherwise affected by any such ruling, finding or decision.

Signatures Page

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