

# **Memorandum of Understanding (MOU)**

## **Institutional Transportation Services**

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This Memorandum of Understanding (“MOU”) outlines the terms under which Better Together Transportation (“BTT”), a nonprofit transportation provider, may enter into a paid service relationship with an institutional partner (“Partner”) for non-emergency transportation services. This MOU is intended as a general framework and does not guarantee service availability.

### **1. Purpose**

This MOU sets forth the general terms under which BTT may, in its sole discretion, provide paid non-emergency transportation services to Partner. This MOU does not obligate BTT to accept any specific trip request, maintain any minimum volume of service, or continue service for any particular duration.

### **2. Independent Organizations**

BTT and Partner are independent entities. Nothing in this MOU shall be construed as creating a partnership, joint venture, agency, employment relationship, or exclusive service arrangement between the parties.

### **3. Scope of Services**

Services may include, but are not limited to, hospital or facility discharges, transportation to and from adult day programs, nursing homes or assisted living facilities, and other program-related or accessible transportation agreed to in writing. BTT does not provide standing routes, guaranteed recurring schedules, or exclusive service arrangements unless expressly agreed in a separately executed writing.

### **4. Trip Classification and Anti-Circumvention**

Trips may be classified by BTT based on the purpose, pattern, and operational function of the trip, and not solely by who submits the request. Trips that primarily serve attendance at, participation in, discharge from, or transportation to or from a Partner-operated, Partner-referred, or Partner-coordinated program, service, facility, or activity may be treated by BTT as institutional transportation regardless of who first inquires about the ride. BTT may require that such requests be submitted or confirmed by an authorized Partner contact before scheduling. BTT is not obligated to schedule or perform such trips unless they are properly submitted through Partner’s designated channels.

### **5. Scheduling Authority**

BTT retains sole discretion over scheduling, routing, acceptance or refusal of trip requests, assignment of drivers and vehicles, and allocation of capacity. All services are subject to operational capacity, safety considerations, mission priorities, service area, staffing, vehicle availability, and other operational judgment. No minimum volume, continuity of service, priority access, or exclusivity is implied. No trip is scheduled unless and until expressly confirmed by BTT.

### **6. Request Procedures and Notice**

Unless otherwise agreed in writing, Partner trip requests must be submitted at least forty-eight (48) hours in advance through BTT-approved channels. Requests submitted with less notice may be

declined in BTT's sole discretion. Timely submission of a request does not guarantee review, acceptance, scheduling, or availability. Repeated short-notice requests, schedule changes, or operational disruptions may result in additional charges, suspension, or termination of service.

## **7. Authorized Contacts and Communication Channels**

Partner shall designate no fewer than one (1) and no more than three (3) authorized contacts for scheduling, changes, cancellations, and billing communications. BTT is not required to accept requests, changes, or operational instructions from any other person. BTT may require that all Partner-related communications occur through designated email, phone, or other approved channels.

## **8. Required Rider Information**

Partner must provide the minimum rider information required by BTT for scheduling, including the rider's full legal name, date of birth, accurate pickup and drop-off details, and any other information reasonably necessary for safe non-emergency transportation. A trip request is not complete and need not be reviewed or scheduled unless all required information is provided. BTT may decline or delay any request submitted with incomplete, inaccurate, or inconsistent rider information.

## **9. Fees, Administrative Charges, and Payment**

Institutional transportation services are provided at the rates and charges set forth in Exhibit A (Rate Schedule) attached to this MOU and incorporated by reference, unless otherwise agreed in writing by the parties. Charges may include, as applicable, per-leg trip charges, mileage, extended wait time, service outside the standard service area, late cancellations, no-shows, repeated schedule changes, after-hours coordination, and other administrative or operational burdens reasonably associated with Partner requests. Invoices are issued monthly unless otherwise agreed. Payment is due within fifteen (15) days of invoice date. BTT may suspend scheduling of future trips while any invoice remains unpaid and may require prepayment, a retainer, or card-on-file at any time. Nonpayment may result in suspension or termination of services. BTT does not provide institutional transportation on a donation-only or reimbursement-only basis.

## **10. No On-Demand or Backup Obligation**

BTT is not an on-demand, standby, overflow, or backup transportation provider for Partner. Execution of this MOU does not obligate BTT to accept urgent, same-day, short-notice, overflow, or gap-filling requests.

## **11. Service Area and Operational Limits**

BTT's standard service area and any related charges are set forth in Exhibit A or in another written addendum or service policy issued by BTT. Requests outside the standard service area may be declined or billed at additional rates. Services may be delayed, modified, or canceled due to weather, vehicle availability, driver illness, safety concerns, road conditions, rider readiness, or other circumstances beyond BTT's reasonable control.

## **12. Liability and Insurance**

Each party is responsible for its own acts, omissions, employees, volunteers, and agents. Partner remains solely responsible for discharge decisions, referrals, program eligibility, and determining that participants are appropriate for non-emergency transportation. BTT maintains general liability and commercial auto insurance consistent with nonprofit transportation operations. Where required by written agreement, BTT may add Partner as an Additional Insured, subject to policy terms.

**13. Client Readiness and Handoff**

Partner is responsible for ensuring participants are ready at the scheduled time and that accurate pickup and drop-off information is provided. Partner is also responsible for ensuring that each participant can safely travel without medical care, behavioral supervision, or personal assistance beyond the level expressly agreed in writing. Where a participant’s condition requires accompaniment, supervision, or hand-to-hand transfer, Partner must ensure a responsible adult or staff member is present at pickup and drop-off. BTT drivers do not provide medical care, personal assistance, supervision, or extended on-site waiting unless expressly agreed in writing.

**14. No Guarantee of Continuity**

BTT makes no guarantee of long-term or ongoing service availability. All services are subject to periodic review based on capacity, staffing, funding, service patterns, and mission alignment.

**15. Suspension and Termination**

Either party may terminate this MOU upon written notice. BTT may suspend acceptance of new trip requests or terminate services immediately for nonpayment, repeated short-notice requests, excessive cancellations, unauthorized request channels, incomplete rider information, safety concerns, repeated scheduling issues, or conduct inconsistent with BTT’s mission, values, or operational capacity. Suspension or termination does not relieve Partner of any outstanding payment obligations.

**16. Governing Law**

This MOU shall be governed by the laws of the State of North Carolina.

**17. Execution**

This MOU becomes effective only upon written execution by authorized representatives of both parties. Exhibit A (Rate Schedule) is attached to and incorporated into this MOU. This MOU may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

Better Together Transportation	Partner
Authorized Signature: _____ Name/Title: _____ Date: _____	Authorized Signature: _____ Name/Title: _____ Date: _____

## Better Together Transportation

### Institutional Transportation Rate Schedule

Wheelchair-Accessible Non-Emergency Service • Default Rates for Executed MOUs  
Effective April 7, 2026

**Default institutional rates.** All trips remain subject to BTT confirmation, capacity, service area, and operational discretion.

Charge	Rate	Notes
<b>Minimum trip charge</b>	\$70.00 per leg	Includes dispatch, driver, vehicle, wheelchair securement, and up to 10 service miles for that leg.
<b>Additional mileage</b>	\$4.25 per mile	Applies to service miles beyond the 10 included for that leg.
<b>Extended wait time</b>	\$55.00 per hour	First 10 minutes included; then billed in 15-minute increments.
<b>Additional stop</b>	\$25.00 per stop	Applies when an added stop materially extends time or routing.
<b>Late cancellation</b>	\$35.00 per leg	For confirmed trips canceled with less than 24 hours notice.
<b>No-show / at-door cancellation</b>	\$70.00 per leg	When the vehicle is dispatched and the trip cannot be completed outside BTT's control.
<b>Short-notice accepted request</b>	+15%	Only if BTT elects to accept a request submitted with less than 48 hours notice.
<b>Weekend / after-hours / holiday</b>	+25%	Only when accepted in writing by BTT.
<b>Outside normal service area</b>	Quoted separately	May be declined or billed with added mileage and time charges.

#### Scheduling and Billing Notes

- Partner requests should be submitted at least 48 hours in advance. Less notice may be declined or accepted only at BTT's sole discretion.
- A trip is not scheduled unless and until expressly confirmed by BTT.
- Rates are assessed per one-way leg unless otherwise stated. Invoices are due within 15 days unless a different term is stated in writing.
- This rate sheet does not create any guarantee of service, exclusivity, minimum volume, or continuity of service.