

MEMORANDUM OF UNDERSTANDING

Institutional Transportation Services

This Memorandum of Understanding ("MOU") establishes the framework for paid, non-emergency transportation that Better Together Transportation ("BTT") may provide to an institutional partner ("Partner"). It does not itself require BTT to accept a request or reserve future capacity. Confirmed trips and signed recurring service are governed by the provisions below.

1. Purpose

BTT may accept paid institutional transportation consistent with its mission and operational capacity. Before acceptance, BTT may decide whether to accept the service and what scope, capacity, price, and term to offer. Once accepted, the service is governed by this MOU and any applicable quote or signed addendum. BTT has no obligation to accept additional service or renew an expired commitment.

2. Independent Organizations

BTT and Partner are independent organizations. This MOU does not create a partnership, joint venture, agency, employment relationship, exclusivity, or authority for either party to bind the other.

3. Scope of Service

Services may include transportation to adult day, senior or community, residential, social-service, worship, or other non-medical destinations agreed in writing. BTT does not provide emergency or stretcher transportation, medical monitoring or skilled care, hospital discharge transportation, or transportation requiring medical or behavioral supervision. Recurring service requires a separate written agreement under Section 10.

4. Trip Classification and Anti-Circumvention

BTT may classify a trip by its purpose, pattern, and operational function, not only by who requests it. Transportation primarily serving a Partner-operated, Partner-referred, or Partner-coordinated program, service, facility, or activity may be treated as institutional transportation. BTT may require confirmation by an authorized Partner contact before scheduling.

5. Scheduling and Capacity

BTT controls driver and vehicle assignment and reasonable routing within the accepted service. Before acceptance, BTT may consider mission priorities, capacity, staffing, service area, vehicle availability, safety, rider needs, and operational limits. An ad hoc trip is scheduled only when BTT expressly confirms it. Service days in a signed Recurring Service Addendum are confirmed upon execution without separate weekly confirmation. Confirmed service may be changed or canceled only under Section 9, Section 11, Section 13, or the applicable Addendum. BTT is not an on-demand, standby, overflow, or backup provider.

6. Requests and Authorized Contacts

Unless otherwise agreed in writing, requests should be submitted at least 48 hours in advance through BTT-approved channels. Partner must designate one to three authorized contacts for scheduling, changes, cancellations, and billing. BTT may decline instructions from others. Short-notice requests may be declined or, if accepted, charged under Exhibit A.

7. Required Rider Information

Partner must provide accurate information needed to schedule and safely perform the trip, including rider name, pickup and drop-off locations, mobility or accessibility needs, and any assistance, supervision, or handoff requirements. BTT may decline or delay incomplete, inaccurate, or inconsistent requests.

8. Rider Readiness and Handoff

Partner must ensure each rider is ready on time and can travel safely without medical care, behavioral supervision, or personal assistance beyond what BTT has agreed to provide. If accompaniment, supervision, or hand-to-hand transfer is needed, Partner must arrange a responsible adult or staff member at pickup and drop-off. BTT drivers do

not provide medical care, personal care, behavioral supervision, or extended on-site assistance unless agreed in writing.

9. Rates, Quotes, Billing, and Payment

Institutional service is billed under Exhibit A, an accepted written quote, or a signed service addendum. A service-specific quote controls over Exhibit A for the service it describes; unaddressed charges remain subject to Exhibit A where applicable. Invoices are issued monthly unless otherwise agreed and are due within 15 days. BTT may decline new requests while an undisputed invoice is past due and may suspend confirmed service after written notice and five business days to cure. BTT may require prepayment, a retainer, or card on file as a condition of accepting new service. Institutional service is not provided on a donation-only basis.

10. Quoted and Recurring Service

Group, multi-rider, multi-origin, congregate, or recurring transportation is Quoted Service. BTT will not schedule it until Partner accepts a written quote as required by Exhibit A. Recurring service also requires a signed Recurring Service Addendum substantially in the attached form, or another separately executed writing addressing the same service terms. Confirmed recurring service creates the limited commitment stated in that Addendum, but does not require BTT to maintain or obtain substitute drivers, substitute vehicles, outside transportation, or renewal beyond the stated term.

11. Service Changes, Delays, and Cancellations

Partner must promptly report cancellations and changes to riders, addresses, schedules, or mobility needs. Charges are governed by Exhibit A and any applicable quote or addendum. BTT will use commercially reasonable efforts to perform confirmed service. BTT may delay, modify, or cancel service when driver illness or unexpected unavailability, vehicle failure, weather, road or safety conditions, an emergency, rider readiness, or a comparable event materially prevents safe or reasonable performance despite reasonable planning. Ordinary competing demand, overbooking, or preference for another mission trip does not excuse performance. BTT will notify Partner as soon as practicable of a material disruption. BTT is not required to obtain backup transportation. Partner is not billed for service BTT cancels or does not perform, subject to any partial-performance terms in a signed Addendum.

12. Insurance and Responsibility

Each party is responsible for its own acts, omissions, employees, volunteers, and agents. Partner is responsible for program eligibility, referrals, rider suitability for non-emergency transportation, and any supervision or care outside BTT's agreed role. BTT maintains commercial auto and general liability insurance appropriate to its operations. Additional-insured status, if requested and available, must be agreed in writing and remains subject to policy terms.

13. Suspension and Termination

Either party may terminate this MOU on 14 calendar days' written notice. BTT may immediately suspend affected service when an imminent safety threat, unlawful conduct, or missing or inaccurate information materially prevents safe performance. Either party may terminate for a material breach not cured within five business days after written notice; immediate termination is permitted when a serious breach cannot reasonably be cured and continued service would be unsafe or unlawful. Ending this MOU does not shorten the notice period of an active Recurring Service Addendum. Termination does not relieve Partner of amounts already owed.

14. No Waiver; Entire Framework

This MOU, Exhibit A, accepted quotes, and signed addenda form the written agreement for the service they cover. For recurring service, the signed Addendum controls performance, confirmation, operational cancellation, partial-performance billing, and termination where it conflicts with general MOU or Exhibit A language. An accepted quote controls route-specific pricing and assumptions. The MOU controls all other legal terms. A quote or routine operational communication cannot create a backup obligation or change other legal terms unless both parties sign an amendment identifying the change.

15. Governing Law

This MOU is governed by North Carolina law.

16. Execution

This MOU takes effect when signed by authorized representatives of both parties. Counterparts and electronic signatures are permitted and treated as originals.

Better Together Transportation

Partner

Authorized Signature: _____

Authorized Signature: _____

Name / Title: _____

Name / Title: _____

Date: _____

Date: _____

EXHIBIT A

Institutional Transportation Rate Schedule

Non-Emergency Accessible Transportation | Effective September 26, 2026

Default institutional rates. BTT may accept or decline new requests under the MOU. Once service is confirmed, performance is governed by the MOU and any signed Recurring Service Addendum.

Charge	Rate	Notes
Minimum trip charge	\$100 per rider, per leg	Single-origin, single-destination service. Includes dispatch, driver, vehicle, accessibility equipment and securement when needed, and up to 10 service miles.
Additional mileage	\$5.00 per mile	Applies beyond the 10 service miles included in a standard leg.
Additional stop	\$35 per stop	Brief stop for the same rider. Another rider is not an additional stop. Waits over 10 minutes are billed separately.
Extended wait time	\$65 per hour	First 10 minutes included; then billed in 15-minute increments.
Late cancellation	\$50 per rider, per leg	Standard trip canceled less than 24 hours before pickup.
No-show / at-door cancellation	\$100 per rider, per leg	Vehicle arrives but the rider is absent, not ready, declines the trip, or cannot be transported for a reason attributable to the rider or Partner.
Short-notice accepted request	+15%	Applies only when BTT accepts a request with less than 48 hours' notice.
Outside standard service days / hours	+25%	Only when accepted in writing by BTT.
Holiday service	+50%	Only when accepted in writing by BTT.
Outside standard service area	Quoted separately	May be declined.
Group, multi-rider, multi-origin, congregate, or recurring service	Quoted separately	Written quote acceptance required before scheduling. Recurring service also requires a signed addendum.

Quoted Service

Group, multi-rider, multi-origin, congregate, or recurring transportation is priced by written service-specific quote, not by standard trip, mileage, or additional-stop rates. Quotes may reflect route geography, vehicle time, scheduling impact, mileage, rider needs, and vehicle capacity. Quotes expire after 14 days if not accepted.

BTT will not schedule Quoted Service until an authorized Partner contact accepts the quote in writing. The accepted quote controls for the service it describes. Charges it does not address remain subject to this rate schedule where applicable. Group or recurring quotes must state any route-level cancellation terms. If BTT transports multiple riders without an accepted quote, each rider is billed as a separate standard trip.

Changes to riders, pickup or drop-off locations, service days, or times require a revised quote unless BTT agrees in writing to keep the quoted price. A rider's absence does not reduce the route price. Mobility changes must be disclosed before the affected trip and may require a revised quote. Until a revised quote is accepted, BTT may decline the change or continue the original service.

Recurring service requires a signed recurring-service addendum or other separately executed written agreement. Service days listed in a signed Addendum are confirmed without separate weekly confirmation. Neither this rate schedule nor a quote creates a duty to provide substitute vehicles or drivers, backup transportation, renewal, or service beyond the accepted term.

Form of Recurring Service Addendum

This Addendum supplements the MOU identified below and applies only to this recurring service. It may vary the MOU only as allowed by Section 8.

Partner

MOU execution date

Service start date

Service end date

Accepted quote date / ID

1. Service Description

The accepted quote describes this service and must identify each rider, pickup and drop-off locations, mobility needs, service days and times, and route assumptions.

2. Route Price

Quoted price per service day: \$_____. A service day includes the quoted outbound and return legs. Rider absences do not reduce the price or add per-rider cancellation or no-show charges unless the quote says otherwise. Unaddressed charges use Exhibit A; MOU billing terms apply.

3. Partner Cancellation

The accepted quote controls route-level cancellations. If silent: cancellation at least 24 hours before the first pickup has no charge; less than 24 hours is 50% of the service-day price; after dispatch, 100%. Route-level cancellation charges replace, and are not added to, Exhibit A cancellation and no-show charges.

4. BTT Disruption and No Backup

BTT may delay, modify, or cancel service when unexpected driver unavailability, vehicle failure, weather, road or safety conditions, emergency, rider readiness, or a similar event materially prevents safe or reasonable performance despite reasonable planning. Overbooking, competing demand, or mission preference does not excuse performance. BTT may also cancel a listed day on at least 14 calendar days' written notice for planned driver leave, scheduled vehicle maintenance, or a BTT holiday; such days are not billed. Closure dates identified in the accepted quote are not service days. BTT will notify Partner promptly. No charge applies if BTT cancels before transporting a rider. If outbound is completed but return is not, BTT bills 50%; Partner arranges alternative transportation, and BTT reasonably assists coordination but need not procure or pay for backup. Other incomplete service is billed proportionately. BTT will use reasonable care while riders are in its vehicle and until they reach the drop-off location or are transferred to any recipient required under MOU Section 8.

5. Changes to the Route or Riders

Changes to riders, locations, days or times, or material mobility or assistance needs require a revised quote unless BTT agrees in writing to keep the price. Until accepted, BTT may decline the change or continue the original service.

6. Service Commitment and Confirmation

BTT will use commercially reasonable efforts to perform listed days and times through advance scheduling, ordinary vehicle maintenance, and a qualified driver. Listed days are confirmed when both parties sign and require no weekly confirmation. BTT will not displace them for ordinary competing demand or mission preference.

7. Term and Termination

Either party may terminate on 14 calendar days' written notice. Immediate suspension or termination is limited to MOU Section 13; ending the MOU does not shorten this notice. Partner may terminate immediately without future cancellation charges after three BTT-canceled or materially incomplete scheduled days in any rolling six weeks for reasons not attributable to Partner; this does not itself establish breach or damages. No automatic renewal; renewal requires a new or revised quote and signed amendment. Amounts owed remain due.

8. Order of Precedence

For recurring service, this Addendum controls performance, confirmation, cancellation, partial billing, and termination over conflicting general MOU or Exhibit A language. The accepted quote controls route-specific pricing and assumptions; the MOU controls other legal terms. Any other change requires a signed amendment.

Better Together Transportation**Partner**

Authorized Signature: _____

Authorized Signature: _____

Name / Title: _____

Name / Title: _____

Date: _____

Date: _____