



## **Memorandum of Understanding Templates for Long-Term Care or Assisted Living Organizations Background and Guidance**

Wisconsin Hospital Emergency Preparedness Program

### **Background**

For emergency preparedness, a Memorandum of Understanding (MOU) is used to establish a mutual understanding of how and to what extent organizations will respond to and support each other during an emergency or disaster incident. These understandings should define the scope of services to be provided and reimbursement considerations in advance of an incident to help each facility establish an effective emergency plan.

Developing MOUs is an essential element of a strong and effective emergency plan. If your facility is concerned about the legal or binding nature of an MOU with a response partner, it is recommended that you consult your facility's legal counsel.

### **Guidance**

There are three template MOU options to choose from and apply to the needs of your facility. They are to provide:

- Temporary Shelter (between facilities that are similar by level of service or license)
- Temporary Shelter (with a non-LTC facility; e.g., church, senior center, school)
- Transportation Services

The MOU templates contain standard text that may be used as written or modified as needed by your facility or facilities. The templates include guidance that should be considered while developing the MOU. This guidance text, as well as blank spaces and prompts for you to enter facility-specific information, should be removed before the MOU is finalized.

Samples of the templates are on the following pages. The titles of the forms are hyperlinked to Word versions of the templates with fillable fields.

## Memorandum of Understanding for Temporary Shelter (like facility)

*This MOU may be used to develop an understanding with a like LTC partner to admit evacuated residents for a short or pre-determined time.*

This Memorandum of Understanding (MOU) is entered on <insert date> between <insert name of the LTC> (the “**Requester**”) and <insert name of organization> (the “**Provider**”).

### INITIATION:

The **Provider** agrees to be available to the **Requester** and to implement this understanding at any time, 24 hours/day, 7 days/week.

In the event that the **Requester** must evacuate its residents, the **Requester** will notify the **Provider** that service is needed by calling:

Days: ( ) \_\_\_\_\_

After Hours: ( ) \_\_\_\_\_

The **Requester** will designate a contact person (or designee) who will notify the **Provider** of the need for its services.

The **Provider** will designate a contact person (or designee) who will verify that the **Provider** is available for use by the **Requester** in the case of an emergency at any time, 24 hours/day, 7 days/week.

In the event of an emergency, the services of the **Provider** will be necessary only until it has been deemed safe for the residents to return to the **Requester**’s facility location, or the residents have been placed in an alternative setting.

The **Provider** agrees to provide services under this understanding for <insert number> days. If this time limit is reached or the time limit is projected to be reached, the parties will renegotiate the understanding.

The **Requester** agrees to make a good-faith effort to utilize the Provider’s services only as long as necessary and to make a good-faith effort to transfer residents to an alternative site as quickly as possible.

The **Requester** and the **Provider** agree to the scope of services provided in this understanding as follows:

The **Provider** will be responsible for the following physical facilities and services to the **Requester** on a temporary basis:

*Space sufficient to accommodate resident sleeping and/or lounging and the **Requester** staff who provide care for the residents*

*Restrooms*

*Electricity to provide light and to supply power to necessary medical devices and/or equipment to care for the residents*

*A potable water source or space to accommodate water reserves*

*Transportation*

*Staffing*

*Household supplies*

*Medical care*

*Medications*

*Oxygen*

*Food service*

*Clothing*  
*Beds*  
*Bed linens*  
*Laundry service*  
*Other*

*Add detail for each item as needed to provide a clear definition of the scope of service provided. The services requested and provided should be discussed and negotiated by both parties to clearly describe a reasonable level of services that can be offered by each party. This should be a positive statement of what may be provided by each party. Items that cannot be provided should be omitted.*

The **Requester** will be responsible for:

*Add detail for each item as needed to provide a clear definition of the scope of service provided.*

*Transportation*  
*Staffing*  
*Household supplies*  
*Medical care*  
*Medications*  
*Oxygen*  
*Food service*  
*Clothing*  
*Beds*  
*Bed linens*  
*Laundry service*  
*Other*

**Insurance coverage:** The **Provider** agrees to maintain premises' liability insurance.

**Indemnification:** The **Provider** and the **Requester** agree to indemnify and hold each other harmless for all claims and damages for all negligent acts or omissions arising out of or as a result of the performance of this understanding.

**Payment and Reimbursements:**

The **Requester** agrees to pay the **Provider** at a rate of \$<insert number> per month to keep the **Provider** in a position to accommodate all the terms of this understanding.

The **Requester** will reimburse the **Provider** within <insert number> days for service provided and use of the facility at a reasonable rate pre-determined or agreed upon by both parties.

The **Requester** agrees to reimburse the **Provider** for additional expenses incurred during the use of its facilities in keeping with a common cost for that added expense to the **Provider**.

This understanding will be considered in effect until such time as either party provides notification in writing and not less than 30 days prior to the need to cancel or change the understanding.

The **Requester** and **Provider** agree to review and update, if needed, this understanding annually.

**Requester**

**Provider**

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Facility Name

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Organization Name

---

Name of Facility Representative

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Name of Organization Representative

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Title of Facility Representative

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Title of Organization Representative

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**SIGNATURE**

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**SIGNATURE**

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Date Signed

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Date Signed

**Memorandum of Understanding for  
Temporary Shelter (Community Partner / Non-LTC)**

*This MOU may be used to develop an understanding with a community partner such as a church, senior or civic center or school to admit evacuated residents for a short or pre-determined time.*

This Memorandum of Understanding (MOU) is entered on <insert date> between <insert name of the LTC> (the “**Requester**”) and <insert name of organization> (the “**Provider**”).

**INITIATION:**

The **Provider** agrees to be available to the **Requester** and to implement this understanding at any time, 24 hours/day, 7 days/week.

In the event that the **Requester** must evacuate its residents, the **Requester** will notify the **Provider** that service is needed by calling:

Days: ( ) \_\_\_\_\_

After Hours: ( ) \_\_\_\_\_

The **Requester** will provide the number of sheltered residents and staff needing temporary shelter at the time the **Provider** is contacted.

The **Provider** will, if available, provide:

*ADA access to its facility  
Acceptance of residents who require oxygen  
Room for (number) wheelchair dependent residents  
Room for (number) cots or similar devices  
Accommodation of durable medical equipment for residents  
Electrical power for individual resident needs  
Restroom facilities for male and female residents  
Kitchen and refrigeration capabilities  
Heating and cooling appropriate to the season  
Accommodation of service animals  
Other*

The **Requester** will provide:

*Qualified staff to monitor and tend to the sheltered residents  
Resident medications, oxygen and supporting materials  
Cots or similar devices  
Bedding  
Food and beverages*

The sheltered residents will remain with the **Provider** for no more than <insert number> days unless an agreement to extend this time period is agreed upon by both parties.

The **Provider** will maintain liability insurance on the property and the **Requester** will hold harmless the **Provider** for all claims of negligence or omission regarding the care and management of sheltered residents.

The **Requester** will reimburse the **Provider** within <insert number> days for service provided and use of the facility at a reasonable rate pre-determined or agreed upon by both parties.

This understanding will be considered in effect until such time as either party provides notification in writing and not less than 30 days prior to the need to cancel or change the understanding.

The **Requester** and **Provider** agree to review and update, if needed, this understanding annually.

**Requester**

**Provider**

---

Facility Name

---

Organization Name

---

Name of Facility Representative

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Name of Organization Representative

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Title of Facility Representative

---

Title of Organization Representative

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**SIGNATURE**

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**SIGNATURE**

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Date Signed

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Date Signed

## Memorandum of Understanding for Transportation Services

This Memorandum of Understanding (MOU) is entered on <insert date> between <insert name of the LTC> (the “**Requester**”) and <insert name of transportation company or service> (the “**Provider**”).

### INITIATION:

In the event that the **Requester** must evacuate its residents, the Requester will notify the **Provider** that service is needed by calling:

Days: ( ) \_\_\_\_\_

After Hours: ( ) \_\_\_\_\_

The **Requester** will provide the destination of the transport at the time the Provider is contacted.

The **Provider** will, if available, provide:

Seating for <insert number> ambulatory residents and accompanying staff

Space for <insert number> wheelchair-dependent residents

Transportation for residents with oxygen: <select one>

Other

The **Requester** will reimburse the **Provider** within <insert number> days for service provided at a pre-determined rate for use of <insert type of vehicle(s), mileage rate, driver labor, vehicle fuel> at a current retail price at the time of service.

*Having a pre-established account with the provider detailing the cost elements defined is recommended.*

The **Requester** will send its qualified staff with the residents during transport.

This understanding will be considered in effect until such time as either party provides notification in writing and not less than 30 days prior to the need to cancel the understanding.

The **Receiver** and **Provider** agree to review and update, if needed, this understanding annually.

### Requester

### Provider

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name of Facility Representative

\_\_\_\_\_  
Name of Organization Representative

\_\_\_\_\_  
Title of Facility Representative

\_\_\_\_\_  
Title of Organization Representative

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed