

# Appendix I: MOU Templates

## Sample Memoranda of Agreements

### Agreement to Provide Facilities for Temporary Shelter

(Sample MOU use for an alternate site)

THIS AGREEMENT (Agreement) is entered into as of this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ by and between, (the FACILITY) and \_\_\_\_\_, (the SHELTER) for the provision of physical facilities to serve as a temporary shelter for the residents of the FACILITY in the event of the need for emergency evacuation of the FACILITY.

#### RECITALS

- A. The FACILITY is a [type of facility], with census at full capacity of [number of residents]
- B. The SHELTER is a [describe], that has the capacity to temporarily accommodate [number of residents], and the Facility's staff who care for those residents.

#### AGREEMENT

In consideration of the mutual promises in this Agreement, The FACILITY and the SHELTER agree as follows:

1. **Nature of Services.** The SHELTER is not a nursing facility, health care facility, or residential facility licensed by the State of Minnesota.

1.1. The SHELTER will provide the following physical facilities to the FACILITY on a temporary basis:

- 1.1.1. Space sufficient to accommodate \_\_\_ beds, sleeping arrangements, residents, and the FACILITY staff who provide care for the residents.
- 1.1.2. Restrooms
- 1.1.3. Electricity to provide light and to supply power to necessary medical devices and/or equipment to care for the residents.
- 1.1.4. A potable water source or space to accommodate water reserves.

1.2. The SHELTER's physical facilities will only include the aforementioned services and do not include:

- 1.2.1. Staffing
- 1.2.2. Supplies
- 1.2.3. Medical care
- 1.2.4. Food or water (other than city services)
- 1.2.5. Clothing
- 1.2.6. Beds or linen
- 1.2.7. Transportation

Appendix I: MOU Templates

- 1.3. The FACILITY will be responsible for providing food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or arranging for these services and provisions.
2. **Availability of SHELTER.** As part of the emergency nature of the services required by the FACILITY, the SHELTER agrees to be available as provided in the AGREEMENT at any time, 24hours/day, seven days/week.
  - 2.1. The FACILITY will designate a contact person (or designee) who will notify the SHELTER of the need for its services.
  - 2.2. The SHELTER will designate a contact person (or designee) who will ensure that the SHELTER is available for use by the FACILITY in the case of an emergency at any time, 24 hours/day, seven days/week.
  - 2.3. In the alternative, the SHELTER and the FACILITY will agree on a designated contact person or designee who will have access to the SHELTER in the event of an emergency at any time, 24 hours/day, seven days/week.
  - 2.4. In the event of an emergency, the services of the SHELTER will be necessary only until it has been deemed safe for the residents to return to the FACILITY, or the residents have been placed in an alternative setting.
  - 2.5. The FACILITY agrees to make a good faith effort to utilize the SHELTER only as long as necessary and make a good faith effort to transfer residents to alternative placement as quickly as safely possible.
3. **Insurance coverage.** The SHELTER agrees to maintain premises liability insurance.
4. **Indemnification.** The SHELTER and the FACILITY 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 AGREEMENT.
5. **Fees.** The FACILITY agrees to pay the SHELTER at a rate of \$\_\_\_\_\_.00 per month to maintain the SHELTER in a position to accommodate all the terms of this AGREEMENT.
  - 5.1. The FACILITY agrees to reimburse the SHELTER for additional expenses incurred during the use of its facilities.
6. **Entire Agreement.** This Agreement contains the entire Agreement between parties.
  - 6.1. Any amendments to this Agreement must be made in writing and signed by both parties.
7. **Applicable Law.** This Agreement and any disputes relating to it shall be construed under Minnesota law.
  - 7.1. If any of the provisions in this Agreement are determined to be in violation of State or Federal law, said provisions shall be interpreted so as to be in compliance with such law or said provisions shall fall out of this Agreement, but otherwise, the Agreement shall be unaffected and shall remain in full force and effect.

Appendix I: MOU Templates

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

[NAME OF FACILITY]

By: \_\_\_\_\_

Its: Administrator \_\_\_\_\_

[NAME OF SHELTER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Sample Mutual Aid Transfer Agreement Between LTC Facilities

"The following long-term care community agree to accept residents from other facilities (specify) in the event of a disaster. A disaster is any event, natural, man-made or technological, that the community determines that a partial or full evacuation is necessary.

"This transfer would not exceed the receiving community's total bed capacity on a long-term basis.

"All facilities involved in a transfer during a disaster will be responsible for contacting the Minnesota Department Health for decisions regarding Medicare/Medicaid reimbursement and any other issue.

"The facilities involved in transferring residents during a disaster will mutually determine the beds available, whether special needs and resident choice can be accommodated.

"All employees of the transferring community will remain employees of the transferring community for the purpose of worker's compensation insurance.

"The receiving community will distribute community policies and procedures and information on emergency plans to employees of the transferring community. The receiving community will assign all employees to work with the transferring community personnel.

"Medical records will be evacuated as discussed in each community's emergency plan.

"This agreement will renew automatically annually unless prior written 30-day notice is given."

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

[NAME OF FACILITY]

By: \_\_\_\_\_

Its: Administrator \_\_\_\_\_

[NAME OF SHELTER]

By: \_\_\_\_\_

Its: \_\_\_\_\_