

# **LeadingAge Wisconsin Facilitated Memorandum of Understanding for Temporary Shelter with a Like Facility**

This Memorandum of Understanding (MOU) is entered into by (enter the name of your skilled nursing facility or assisted living community below – hereinafter referred to as “Requester”):

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and those skilled nursing facilities/assisted living communities (“facilities”) who have agreed to serve as a receiving facility (listed on the Like Facility Roster and hereinafter referred to as “Provider”) to set forth reasonable guidelines under which each organization will transfer or accept residents, tenants, or patients (“residents”) in the event of a partial or total facility evacuation due to an emergency situation. The Requestor and Provider acknowledge this Memorandum of Understanding represents a good faith effort to address emergency situations, and that those situations requiring facility evacuations may be directed by a county or regional emergency preparedness coordinator.

## **Agreement**

1. Requester is responsible for informing the appropriate governing state agency about the disaster and the status of affected residents including the name of Provider(s) who will be serving evacuated residents.
2. Provider agrees to be reasonably available to the Requester and to extend reasonable efforts during emergency situations to implement this understanding 24 hours/day, 7 days per week.
3. In the event Requester must evacuate residents, they will notify Provider that service is needed by calling the daytime or after-hours telephone numbers listed on the Like Facility Roster. Requester and Provider will each designate a contact person at the time a request is made for the purposes of coordinating transfers and communication.
4. Length of understanding. The Requestor and Provider to this understanding pledge to make a good faith effort to meet the needs of the residents. Further,
  - a. Provider agrees to provide services under this understanding for a mutually agreed upon period of time established at the time a request is made.
  - b. If the period of time has been reached and additional time is needed, the parties will renegotiate the understanding.
  - c. The services of the Provider will be necessary only until it has been deemed safe for the residents to return to Requester’s facility or residents have been

placed in an alternative setting.

- d. Provider is responsible for the care of residents while they are on the Provider's premises.
  - e. The Provider may discharge/transfer a resident in accordance with its standard procedures. As a courtesy and in accordance with applicable rules governing confidentiality of information, the Provider will notify the Requester of any discharge/transfer if the discharge/transfer occurs before the end of the emergency period.
  - f. Requester agrees to readmit residents that were transferred when necessary services have been restored.
5. Requester will make a good faith effort to contact the resident's family or responsible party ("family") prior to transfer. Information provided to the family will include the reason for transfer, location and contact information of the Provider and, if available, condition of the resident. Provider is responsible for contacting the family once residents have been transferred.
6. Transportation
- a. Requester is responsible for arranging for the transport of residents to the Provider.
  - b. The parties agree to work together to arrange for the transport of residents back to Requester when it has been deemed safe for resident to return.
  - c. Requester or other parties, but not the Provider, are responsible for the cost of any transportation associated with transfers to and from Provider.
7. Requester and Provider generally agree to the following scope of services:
- a. Provider: Depending on the needs of the residents being transferred, Provider will make reasonable efforts to supply sufficient space and services to accommodate the agreed upon number of residents including beds and linens, utilities (heat, air conditioning, electricity, water, sanitary facilities, etc.), food, routine nursing and medical supplies, oxygen, and other supplies and services as deemed necessary.
  - b. Requester: As feasible and based on the circumstances of the disaster, Requester will provide resident medical records, medications, mobility devices, other personal devices (hearing aids, eyewear, weighted blanket, etc.), essential clothing, food, linens, routine nursing and medical supplies, and other items as necessary and practicable.
  - c. By mutual agreement and in accordance with applicable rules and

requirements, employees of the Requester may be utilized by the Provider when practicable.

8. Compensation for the care of transferred residents will be made through the usual and customary channels for those under the care of the Provider. Requester agrees to reimburse Provider for reasonable additional expenses incurred by Provider during the use of its premises in keeping with a common cost for those added expenses. The Requestor and Provider support the efforts of governmental emergency relief programs to provide reimbursement for these extraordinary expenses.
9. Provider agrees to maintain premises' liability insurance.
10. Provider and 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.

### **Term and Termination**

The term of this understanding will commence on October 1, 2019 and will continue in full force and effect, unless Provider withdraws from this understanding. Provider may elect to terminate their participation in this understanding by providing thirty (30) days written notice to LeadingAge Wisconsin, 204 S. Hamilton Street, Madison, WI, 53703. Upon receiving notice of termination, LeadingAge Wisconsin will publish a revised Like Facility Roster and alert participating facilities about the revision.