**Memorandum of Understanding for**

**Temporary Shelter (like facility)**

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:

The **Requester** will be responsible for:

**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.

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| --- | --- | --- |
| **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 |