Facility to Facility Memorandum of Understanding
Outline of Key Elements

The 2012 AHCA/NCAL MOU Workgroup Goal was to define and describe elements common to Memorandums of Understanding and how those elements differ based on the partners: facilities, hospitals, municipalities, vendors. Utilizing state, national, and government models (see *Resources*), the workgroup began development of an outline to guide nursing home and assisted living facility providers in establishing Memorandums of Understanding with other providers in the event of resident transfer during a local or widespread emergency.

Key MOU elements and descriptions are as follows:

I. Title

a. For example, "Facility Transfer Agreement – Memorandum of Understanding"; or "Emergency Evacuation – Memorandum of Understanding"

II. Date

a. Date of first signing
b. Length of agreement period or term (i.e. 2 years)
c. Review and approval cycle of the MOU by signatories

III. Purpose

a. Simple explanation of the agreement and why it is necessary
b. Brief statement of intention to work together through the MOU and how the facilities will use the MOU and under what circumstance

IV. Scope

a. List the facilities to be included in the agreement and describe their geographic or organizational relationship
    i. For each facility's average census, specify how many receiving facilities will be needed to conduct a full evacuation
    ii. Evacuating facilities may have designated receiving facilities as
b. Discuss relevant corporate offices or management companies involved or affected by the interaction

V. Initiation of Evacuation

a. Communication: details how and by whom communication with receiving facilities will occur to prepare for the arrival of evacuees; names persons or positions at each facility between which this communication will occur
    i. Include reference to intended timeframe – when should first contact be made in the event partial or whole evacuation is a possibility
b. Transportation: assigns responsibility for transporting evacuating residents and staff from one facility to others; details any expectation of transportation assistance between facilities
c. Resident records, identification, and medications:
    i. a statement of intent for transferring to receiving facility
        1. define expectations of which records and what kind of information will be transferred (see AHCA/NCAL *Resident Evacuation Documents* envelope)
    ii. a schedule of priorities for each of the above in case the evacuation is immediate with little or no warning
d. Resident tracking: states the method by which residents will be accounted for during and after evacuation
e. Return to Facility
    i. Assigns responsibility for preparing residents for a return to the evacuating facility
    ii. Assigns responsibility for transporting residents for a return to the evacuating facility

VI. Anticipated Number of Available Beds

a. Include reference, as appropriate, to State regulations that may exist related to a facility exceeding licensed capacity during an emergency event.
b. Each facility estimates and includes the number of additional residents they expect to accommodate, as a receiving facility, during an evacuation.
    i. Consider viability of accepting a complete unit of resident evacuees.

VII. Reimbursement between Facilities

a. Establish and include the rate of reimbursement between parties for services provided to the evacuated residents. Include assumptions around equipment usage, durable medical equipment, staff resources, pharmaceuticals, etc.
    i. State expectations for documentation of care and services provided
b. Establish method of billing and payment.
    i. The CMS Provider Survey and Certification Frequently Asked Questions – updated 9/2/11 – sets forth this model of Medicare reimbursement:
        1. "When residents are transferred to the receiving facility with an anticipated return to the evacuating facility within the 30-day time frame, the evacuating facility may bill Medicare for the services that were provided a the receiving facility. The evacuating facility is responsible for payment to the receiving facility for the services that the receiving facility provides to the evacuated residents. In these cases, the fiscal intermediary will process these claims using the evacuating facility's provider number as if the patients had not been transferred. Specific methods for transfer of funds from one facility to another are not determined by Medicare or the fiscal intermediary; these financial arrangements should be made by the facilities among each other."

ii. Administration of Medicaid differs with each state. The model described above may be employed to minimize disruptions to resident care and facility operations. Contact the appropriate State Medicaid Agency to verify how reimbursement will be managed during an emergency event when residents are evacuated to another facility.

VIII. Staff Resources

a. Detail how many and what category of staff from the evacuating facility will arrive with and/or be expected to provide care and services for evacuating residents
b. Describe the supervisory structure for evacuating staff accompanying residents in terms of their relationship with the receiving facility

IX. Confidentiality

a. Address expectation that confidential information and quality assurance information which is communicated between facilities shall be kept confidential and shall not be disclosed except according to federal, state, and local law
    i. Consider mutually acceptable language that if a facility is legally required to disclose confidential information or quality assurance information which relates to the execution of the MOU, that the facility will give notice to the other facility prior to disclosure

X. Termination:

a. Describes how this MOU may be terminated by a Facility for any reason by giving written notice of its intention to withdraw from this Agreement (i.e. with 30 days' notice)
    i. Consider additional reasons for immediate termination of the MOU
        1. Exclusion from participation: Medicare, Medicaid, 3rd party payor relationship
        2. License to operate is suspended or revoked

XI. Assumptions

a. Parties may consider including additional expectations
    i. Insurance coverage
    ii. Provision of supplies to care for additional residents – in accordance with the other sections of the MOU
    iii. Compliance with professional standards and provisions of law

XII. Authorities

a. Includes names, titles, and signatures with dates of signatories: those persons with the authority to agree to this Memorandum of Understanding

Resources

1. DC Emergency Health Care Coalition – Mutual Aid (April, 2010)
2. DHHS Writing Guide for a MOU
3. Facility Guide to Receiving Patients, or Influx/Surge Guide
4. Marshall County Nursing Facilities Mutual Aid Agreement:
5. Iowa Mutual Aid Compact
6. Health Care Mutual Aid Memorandum of Understanding 2007
7. HHS Development Process for MOU 1982
8. Joint Regional Mutual Aid Plan Rochester
9. King County LTC Mutual Aid Plan 3/2010
10. Rochester Mutual Aid Plan
11. Russell Philips Mutual Aid Plan Memorandum of Understanding Outline
12. Seacrest Transfer Agreement NH Facilities
13. Wayne County Hospital

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