MEMORANDUM OF UNDERSTANDING  
BETWEEN

[Enter Facility Name]

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Memorandum of Understanding (MoU) is made and entered into by and between [Enter Facility Name], hereinafter called the COMMUNITY and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the COMPANY.

1. Introduction

The COMMUNITY will conduct routine COVID-19 testing using rapid point of care diagnostic testing devices or through an arrangement with an offsite laboratory based on CDC, CMS and IDPH guidelines. The COMMUNITY will utilize [Enter County of Facility] COVID positivity rate from the [Enter Iowa Coronavirus Website or CMS Nursing Home Data website] every 14 days as the trigger for staff testing frequency. Staff includes employees, consultants, contractor, volunteers, and caregivers who provide care and services to residents on behalf of the COMMUNITY, and students from affiliated academic institutions. It does not include Emergency Management Services.

If a consultant, contractor, volunteer, or student affiliated with or employed by COMPANY are tested elsewhere following the same county positivity guidelines, the COMPANY will sign this MoU in lieu of providing test results prior to entrance at the COMMUNITY. Screening of all individuals prior to entrance at the COMMUNITY will continue for signs, symptoms, or potential exposure to COVID-19.

This MoU establishes a relationship of cooperation between the COMMUNITY and the COMPANY for COVID-19 testing compliance for the consultants, contractors, volunteers, or students affiliated with or employed by COMPANY during a global pandemic.

1. Responsibilities

In consideration of the relationship of cooperation between the two parties, they each agree to the following:

1. COMPANY shall:  
   1. Agree to comply with the CDC, CMS and IDPH guidance on COVID-19 testing of employees, consultants, contractors, volunteers, and students who provide care and services to the COMMUNITY;
   2. Test in accordance with the county positivity listed on the [Enter Iowa Coronavirus Website or CMS Nursing Home Data Website] for [Enter County Name].
   3. Encourage their employees to stay home if unwell.
   4. Unvaccinated employees will be asked to stay home if exposed to the virus.
2. COMMUNITY shall:  
   1. Agree to comply with the CDC, CMS and IDPH guidance on COVID-19 testing of employees, consultants, contractors, volunteers, and students who provide care and services to residents.
   2. Communicate county positivity and testing guidance every other week to COMPANY.
   3. Continue to screen all individuals for COVID-19 signs, symptoms, or potential exposure prior to entry.
3. Indemnification

Each party agrees to defend, indemnify and hold harmless the other party from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney’s fees, directly or indirectly arising out of or in connection with the indemnifying party’s performance of any service or any other act or omission by or under the direction of the indemnifying party or its officers, agents or employees.

1. Revisions and Amendments
2. This MoU shall not be supplemented, amended, or modified except on the express written agreements of the parties.
3. It is understood and agreed that both parties may revise or modify this MoU by written amendment hereto, provided such revisions or modifications are mutually agreed upon.
4. This MoU will be reviewed at least once every two years.
5. It is mutually understood and agreed that:  
   1. The MoU will not supersede any laws, rules, or policies of either party.
   2. The confidentiality of residents and resident information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

1. Duration

This MoU is at will and may be modified by mutual consent of authorized officials listed below. The MoU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials, this MoU shall end on that date.

Community: [Enter Facility Name] Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Administrator Authorized Representative

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Date Date