

MEMORANDUM OF UNDERSTANDING

This Memorandum of UNDERSTANDING (MOU) is entered into on _____, 2019, by and between East Tennessee State University (ETSU), hereinafter referred to as the "First Party," and Overmountain Recovery, a subsidiary of Ballad Health in the support of the Psychiatric Mental Health Nurse Practitioner Fellowship Program immersion experience at Overmountain Recovery hereinafter referred to as the "Second Party," and collectively known as the "Parties." This MOU sets out the purposes, goals, and objectives related to the "Progressive Resident Experiences for Practitioners to meet Appalachian Rural Healthcare Expectations (PREPARE)" project. They include the successful direction, implementation, evaluation, and support for the HRSA-19-001 Advanced Nursing Education Nurse Practitioner Residency (ANE-NPR) program in the event that HRSA elects to fund the project through a grant award to ETSU.

WHEREAS, the aforementioned Parties desire to enter into the herein described Agreement in which they endeavor to collaborate together, to achieve the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter into this understanding, so as to set out the essential arrangements the Parties agree are beneficial for the carrying out of the PREPARE project;

MISSION

The aforementioned project has been established with the following intended Mission in mind:

To provide post graduate education and clinical practice for licensed and board certified Psychiatric Mental Health Nurse Practitioners (PMHNPs) to increase access to mental health care for rural and underserved populations. PREPARE residents shall increase access points for adult, adolescent, and pediatric psychiatric/behavioral clients and individuals in need of addiction services. In addition the PMHNPs will be prepared to take the board certification to be designated as certified addiction registered nurse(s)-advanced practice (CARN-AP).

PURPOSE AND SCOPE

The Parties intend for this MOU to provide the cornerstone and structure for the PREPARE Fellowship Program.

OBJECTIVES

The Parties shall endeavor to collaborate to provide support, guidance, and direction for the ETSU PREPARE project and will promote increased access to licensed and board certified PMHNPs across Northeast Tennessee.

First, Overmountain Recovery agrees to serve as a clinical site for four residents annually. Each resident will complete a minimum of 100 hours working with substance abuse and addiction clients.

Second, Overmountain Recovery administration and/or staff will serve as a voting member on the PREPARE project's Advisory Council. The council will work collaboratively to assure sustainability of operations to transform rural and underserved access to mental/behavioral health by increasing the number of PMHNPs who have the skills, knowledge, and competency to diagnosis, treat, and manage clients who have had limited access to these services in the past. In addition, the Advisory Council is also charged with assisting the program team to identify novel approaches to reduce PMHNP turn-over in order to have a workforce prepared to provide services to the rural and underserved populations across the eight counties of Northeast Tennessee.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and wish of the aforementioned Parties to this MOU that this document should not and does not establish or create any binding or formal agreement or adventure, but rather an understanding between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership with regards to all matters related to the project through the individual services listed below.

SERVICES COOPERATION

The First Party aspires to render and provide the following services that include, but are not limited to:

1. Provide a Program Director
2. Provide primary clinical site(s) at nurse-led clinic(s) serving rural and underserved populations
3. Provide didactic case-based spiral learning opportunities
4. Provide for resident salaries
5. Facilitate training and certification for CARNs-AP for a minimum of 4 PMHNPs annually across Hancock, Johnson, and Washington Counties
6. Cover the costs for training, preceptorship (if allowed), and certification fees for individual nurse PMHNPs

The Second Party endeavors to render and provide:

1. Support and guidance for the PREPARE project team that includes, but is not limited to, recruiting post-graduate PMHNPs for fellowship
2. Support nurses through the training process by providing time off for training
3. Review training progress for PMHNP residents at planned sites
4. Provide guidance and support for the Project Director including through access to community resources to facilitate community success
5. Participate in the PREPARE Advisory Council
6. Use expertise to provide on-site education to PMHNP residents a minimum of 100 clinical hours working with substance abuse clients.
7. Plan for project sustainability

TIMELINE

The above outlined scope and objectives shall be contingent on obtaining funding from HRSA for this project as described herein. The effective date of this agreement is July 1, 2019. Funding for subsequent years two and three are contingent on continued Federal funding. The project is expected to continue after grant funding ceases and will be maintained through collaborative community efforts. This agreement will be reviewed at frequent intervals, thereafter, with all the Parties to this Agreement and any additional invitees.

TERMS OF UNDERSTANDING

The term of this MOU shall be for initial period of three years from the aforementioned effective date and may be extended upon written agreement of both Parties up to a maximum of five (5) years.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of all Parties.

The MOU may be canceled by any party with 30 days advance written notice to the other party.

GENERAL PROVISIONS

If at any time any Party is unable to perform the duties or responsibilities under this MOU consistent with the MOU, the affected party shall, immediately, provide written notice to the other.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

MEDIATION DISPUTE RESOLUTION

The Parties to this MOU agree that should any dispute arise to any aspect of this relationship, including, but not limited to, any matters, disputes or claims arising in relation to this MOU, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them through such conferences, then the matter shall be referred to the Dean of ETSU's College of Nursing or the ETSU Vice President for Health Affairs.

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to :

If to ETSU:

East Tennessee State University
College of Nursing
ATTN: Dr. Patricia Vanhook
Box 70617, 365 Stout Drive
Johnson City, TN 37614

If to Overmountain Recovery:

Overmountain Recovery
ATTN: Dr. Trish Baise
403 N State of Franklin Rd, Johnson City, TN 37604

GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

SEVERABILITY CLAUSE

In the event that any provision of this MOU shall be deemed to be unlawful, unenforceable, or invalid such provision shall be construed to be effective to the fullest extent allowable by law or shall be stricken from the MOU and the remainder of this MOU shall remain in full force and effect, so long as such construction does not affect the intent of the Parties.

ASSIGNMENT

Neither Party to this MOU may, unless by operation of law, assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Party, which approval shall

not be unreasonably withheld. Advisory Council members may assign the membership duty to a colleague who can contribute equal value to the council.

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time and supersedes and replaces any and all prior understandings, arrangements or agreements between the Parties related to the PREPARE project.

ADDITIONAL TERMS

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall endeavor to collaborate together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this project.
- It is not the intent of this MOU to restrict the Parties from involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this MOU desire to mutually contribute and take part in any and all phases of planning and development of this project, to the fullest extent possible.
- The Parties are independent parties and shall not be and shall not be construed as employees, partners, joint ventures, or associates of one another.

SIGNATURE

The signing of this MOU does not constitute a formal undertaking, and as such the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This MOU shall be signed by ETSU and Overmountain Recovery and shall be effective as of the date first written above.

Overmountain Recovery, by:

(Date)

East Tennessee State University, by:

Vice Provost, Office of Research & Sponsored Programs

(Date)