

MEMORANDUM OF UNDERSTANDING
between
THE DAVIDSON COUNTY MEDICAL EXAMINER
and
THE METROPOLITAN COMMUNITY OVERSIGHT BOARD

The following constitutes an agreement between the Davidson County Medical Examiner (“DCME”) and the Metropolitan Community Oversight Board (“COB”). The Agreement is designed to describe the role and responsibilities between the parties.

The primary objectives for this agreement are to:

1. Establish a process by which DCME reports and conclusions may be expeditiously and appropriately shared between the Parties.
2. Prohibit disclosure of confidential information to third parties.
3. Establish a process by which COB effectively disposes of shared documents after use.

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

DCME agrees to the following:

1. Upon request by COB, with respect to any autopsy that is the subject of a COB investigation, to share the DCME final autopsy report (“the Report”) with COB within ten business days after its completion. The Report will contain any toxicology findings. Upon request by COB, DCME will include a copy of the body diagram as part of the Report.

COB agrees to the following:

1. To permit time for DCME to have its legal counsel review the DCME final autopsy report before production to COB.
2. Pursuant to Tenn. Code Ann. Section 38-8-352(e) and in accordance with the confidentiality requirements of Tenn. Code Ann. Section 38-7-110, the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and any other applicable law, with consent of COB counsel, to withhold production of the DCME final autopsy report in response to a public records request.
3. To treat documents containing confidential information obtained from the DCME final autopsy report as confidential documents, themselves.
4. To notify legal counsel for DCME if the final autopsy report must be produced to a third party and to allow time, to the maximum extent possible under the law, to allow DCME to legally intervene in that production.

The Parties jointly agree to the following:

1. Because the DCME speaks through its findings in the final autopsy report, COB will not seek to obtain testimony or other documents from DCME.

2. TERMINATION

This Agreement can be terminated by either party by providing notice to the other party.

3. BREACH

The sole remedy for the breach of any provisions of this agreement is termination of said Agreement.

4. AMENDMENT

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and mutually agreed between the Parties.

5. RIGHTS UNDER APPLICABLE LAW

Nothing in this Agreement is intended to expand the rights and responsibilities of the COB as provided by state and local law.

6. NOTIFICATION

All notice to DCME shall be emailed, mailed or hand delivered to:

Davidson County Medical Examiner
850 R.S. Gass Blvd
Nashville, Tennessee 37216

Notices to COB shall be mailed or hand delivered to:

Nashville Community Oversight Board
214 2nd Avenue North, Suite 204
Nashville, Tennessee 37201

7. COMPLETE AGREEMENT

The above provisions reflect the entire Agreement between the parties.

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DAVIDSON COUNTY MEDICAL EXAMINER

RECOMMENDED BY:

Dr. Feng Li, M.D.
Davidson County Medical Examiner

Date

LEGAL:

Assistant Metropolitan Attorney

Date

METROPOLITAN COMMUNITY OVERSIGHT BOARD

RECOMMENDED BY:

William Weeden
Executive Director, Metropolitan Community Oversight Board

Date

APPROVED BY:

Ashlee Davis
Chair, Metropolitan Community Oversight Board

Date

LEGAL:

Todd Pinckley
Attorney for Metropolitan Community Oversight Board

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date