

MEMORANDUM OF UNDERSTANDING

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE NASHVILLE FIRE DEPARTMENT

I. PREAMBLE

The Tennessee Department of Safety and Homeland Security (herein Department or TDOSHS) has an interest in maintaining personnel certified as Emergency Medical Technicians (EMT) to provide emergency medical care in support of TDOSHS operations. The Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department (NFD), has an interest in utilizing qualified EMT volunteers for the benefit of the community.

Accordingly, the TDOSHS and NFD enter into this Memorandum of Understanding (MOU) establishing a training relationship for the mutual benefit of both Parties.

II. PARTIES

This MOU is between the NFD and TDOSHS (hereinafter collectively referred to as the "Parties").

III. PURPOSE

The purpose of this MOU is to document the agreed responsibilities and functions of the above named Parties with respect to the participation of TDOSHS personnel in the EMT services provided by NFD.

IV. SPECIFIC RESPONSIBILITIES

A. The TDOSHS agrees to the following:

1. TDOSHS personnel serving as EMTs with the NFD pursuant to this MOU will do so on official TDOSHS time to fulfill training, certification, and/or qualification requirements associated with their status as an EMT;
2. TDOSHS participants shall comply with the policies, procedures, and protocols of the NFD applicable to specific EMT duties and operations consistent with their level of EMT licensure and to the extent that the policies, procedures, and protocols of the NFD applicable to specific EMT duties and operations do not conflict with applicable TDOSHS policies and/or procedures;
3. TDOSHS participants under this MOU will be certified as EMT-Basic, Advanced EMT, or Paramedic with the State of Tennessee and/or National Registry of Emergency Medical Technicians (NREMT) as appropriate to their training status within the TDOSHS;
4. The TDOSHS will designate one individual to serve as the liaison with the NFD for the purposes of this MOU. This individual shall make arrangements regarding scheduling, uniforms, equipment, and other matters only as they relate to the subject of this MOU;
5. The TDOSHS is responsible for coordinating the level of TDOSHS personnel participation with the NFD liaison prior to any TDOSHS personnel participating in any activities as stated in the Purpose of this MOU, and that any and all participation is at the sole discretion of the NFD; and
6. TDOSHS personnel will not retain any patient personally identifying information or private health information heard by, obtained by, or shared with TDOSHS personnel while participating in the activities as stated in the Purpose of this MOU.

B. The NFD agrees to the following:

1. The NFD shall provide an orientation to all TDOSHS participants to familiarize TDOSHS participants with the policies, procedures, protocols, and scheduling procedures related to the subject of this MOU;
2. The NFD shall continue to assume and maintain overall responsibility for the medical care of all patients encountered during operations where TDOSHS personnel are participating;
3. The NFD understands that TDOSHS personnel are on-call at all times in their job within TDOSHS and are subject to being called out to fulfill those job duties on behalf of the TDOSHS. NFD agrees to take all reasonable measures to relieve TDOSHS personnel from their participation in activities as stated in the Purpose of this MOU upon notice of such a call out;
4. The NFD will designate one individual to serve as the liaison with the TDOSHS for the purposes of this MOU. This individual shall make arrangements regarding scheduling, uniforms, equipment, and other matters only as they relate to the subject of this MOU;
5. The NFD shall not use "Tennessee Department of Safety and Homeland Security", photographs or other representations of TDOSHS personnel, "TDOSHS", or any TDOSHS seal or insignia (collectively "intellectual property") for any advertising, social media, or other related purpose without express prior written permission from the TDOSHS Commissioner in accordance with the TDOSHS General Order Number 270 (Social Media and the Use of Agency Intellectual Property); and
6. The NFD reserves the right to deny participation under this MOU to any TDOSHS personnel whose conduct or work is not in the best interests of the NFD in accordance with applicable law and regulation.

C. Both Parties agree to the following:

1. Any media releases or statements regarding the training relationship described herein or any incidents associated with the same will be handled in accordance with TDOSHS policy and that no such release or statement will be issued without approval of both Parties.

V. EFFECT OF THIS MOU

- A. This MOU is not an obligation or commitment of funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- B. This MOU does not constitute an agreement for either Party to assume or waive any liability or claim under any applicable law.

VI. EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

- A. This MOU shall become effective when executed by both Parties and will continue in effect until terminated. This MOU may be modified at any time by written consent of both Parties.
- B. The Parties intend to review this MOU annually, from the date of execution, to ensure all provisions are meaningful and current.

C. This MOU may be terminated, with respect to either Party, at any time upon written notice of withdrawal to the other Party. The Party desiring to withdraw from this MOU will provide written notification to the other Party at least thirty (30) days prior to the withdrawal. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action.

FOR THE NASHVILLE FIRE DEPARTMENT:

Submith

Nashville Fire Department

7/23/25

Date

FOR THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Jeff Long

Jeff Long
Commissioner
Tennessee Department of Safety and
Homeland Security

6/27/2025

Date