

MEMO OF UNDERSTANDING BETWEEN Weber County Sheriff's Office AND NORTHERN UTAH SEXUAL ASSAULT FORENSIC EXAMINERS (NUSAFE)

This CLINICAL AGENCY Memo of Understanding entered into March 10th, 2026 by and between Weber County Sheriff's Office (hereinafter referred to as "Sheriff's Office"), and the Northern Utah Sexual Assault Forensic Examiners, Inc. (hereinafter referred to as "NUSAFE"), a private nonprofit corporation, sets forth the intent of both parties to mutually cooperate in providing skilled clinical personnel for forensic services.

I. NUSAFE SERVICES AND RESPONSIBILITIES

- 1.1 NUSAFE will provide forensically trained, skilled clinical personnel including at least one nurse practitioner (the "Clinical Director"), hereinafter referred to as "Nurses," to provide, on an as-needed basis, the following types of services for patients seeking evaluation/treatment for acute sexual assault:
 - Response to Sheriff's Office within 60 minutes of notification
 - Appropriate forensic examination
 - Interview of suspected victims of sexual assault
 - Accession of appropriate patient informed consent
 - Obtaining and preserving potential forensic evidence
 - Generating and maintaining confidential records of the forensic examination
 - Appropriate communication with law enforcement officers and agencies
 - Testimony in any court proceedings as a result of forensic examination
- 1.2 NUSAFE will maintain acceptable standards and procedures for selection, training and assignment of nurses as established by and guided by the International Association of Forensic nurses, Utah Department of Professional Licensing, and American Nurses Association Standards of Practice.
- 1.3 NUSAFE shall assure that all nurses and Clinical Director assigned by NUSAFE to provide services are appropriately licensed and trained to perform said services. All services shall be performed in a competent, professional and ethical manner, consistent with the Sheriff's Office policies and procedures, and in accordance with applicable state and federal laws, rules and regulations, including any applicable TJC, DOPL, and OSHA standards.
- 1.4 NUSAFE (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164 ("HIPAA")). The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this MOU.

- 1.5 The nurses shall be assigned to provide such services at the Sheriff's Office only after they have completed minimum standard training as a sexual assault nurse examiner. NUSAFE shall maintain and make available for the Sheriff's Office review upon reasonable request, copies of each nurse's current license, HIPPA training, BLS certification, immunization and forensic-training documentation.
- 1.6 If NUSAFE is unable to maintain for any reason nurse staffing levels adequate to provide services at the Sheriff's Office, NUSAFE agrees to notify the Sheriff's Office within twenty-four (24) hours.
- 1.7 In the event a nurse violates Sheriff's Office policy, does not demonstrate competency to perform assigned services, or does not meet the Sheriff's Office standards, the Sheriff's Office reserves the right to restrict or prevent that nurse's access to the Sheriff's Office.
- 1.8 NUSAFE will not sub-contract any services described within this Memo of Understanding to third party unless otherwise authorized by Sheriff's Office.
- 1.9 NUSAFE shall be responsible for providing the equipment and supplies necessary for obtaining and preserving forensic evidence. NUSAFE shall be responsible for maintaining its own equipment and agrees to submit such equipment for a safety and electrical inspection by Sheriff's Office before using said equipment on Sheriff's Office property. Furthermore, NUSAFE acknowledges that Sheriff's Office assumes no product liability for NUSAFE's supplies and equipment.
- 1.10 When the nurse has completed the forensic examination, the nurse shall notify the Sheriff's Office or nurse so that the patient can then receive any additional and appropriate medical treatment. At the conclusion of the forensic examination, the nurse will notify and consult with the Sheriff's Office provider or nurse.

II. Sheriff's Office RESPONSIBILITIES

- 2.1 The Sheriff's Office agrees to provide job-specific orientation to the nurses who are assigned to provide SANE services at the Sheriff's Office.
- 2.2 The Sheriff's Office will contact NUSAFE directly for consultation and response if the sexual assault victim refuses to cooperate with law enforcement but wishes to proceed with evidence collection. The Sheriff's Office staff will also contact the local advocacy group at Your Community Connection (YCC). This process complies with the Violence Against Women Act of 2009, insuring evidence collection and assessment for sexual assault victims whether or not the victim agrees to cooperate with a law enforcement investigation. Before reaching out to external agencies as referenced in this paragraph above, Sheriff's Office staff will secure the appropriate authorizations required under HIPAA.
- 2.3 The Sheriff's Office will undertake its best efforts to provide physical facilities that afford the victim the maximum amount of privacy and discretion. The Sheriff's Office shall also provide an examination table appropriate for a gynecological examination; patient drapes and nurse gowns and other supplies and/or equipment.

- 2.4 Any reports received by the Sheriff's Office regarding the nurses' performance of services shall be communicated directly to NUSAFE's Clinical Director.

III. RELATIONSHIP OF THE PARTIES

- 3.1 The parties hereto agree that NUSAFE is, and throughout the term of this Memo of Understanding will remain an independent entity performing certain duties and obligations under this Memo of Understanding and that the relationship created by this Memo of Understanding is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the Sheriff's Office and NUSAFE. Further, the nurses providing services in this capacity will neither be, nor be deemed to be, employees of the Sheriff's Office for any purpose.
- 3.2 NUSAFE shall be responsible for the payment to the nurses of any and all wages, salaries, federal, state and municipal withholding taxes and Social Security taxes as appropriate.
- 3.3 NUSAFE and the nurses are not entitled to any benefits provided by the Sheriff's Office to its employees, including, but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers' compensation and disability insurance.
- 3.4 Except as otherwise provided herein, NUSAFE assumes all the responsibility for all its normal operating expenses for performance of its obligations under this Memo of Understanding. The Sheriff's Office shall not be responsible for workers' compensation insurance for NUSAFE's benefit, nor will it carry the nurses as employees on the Sheriff's Office workers' compensation policy.
- 3.5 The parties agree that none of the acts of either party, or the employees or agents of either party, shall be construed to be acts by, or on the behalf of, the other party.

IV. LIABILITY AND INSURANCE

- 4.1 NUSAFE shall, at its own cost and expense, secure and shall maintain in effect at all times during which this Memo of Understanding is in effect Professional Liability Insurance with limits of liability in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for each NUSAFE provider that performs services at Sheriff's Office.
- 4.2 NUSAFE shall indemnify and hold harmless the Sheriff's Office, its officers and directors from and against any and all damages, claims, losses, costs and liabilities, including without limitation reasonable attorney's fees, arising from the omissions, negligence or willful misconduct of the nurses and/or use of supplies and equipment provided by NUSAFE.

V. TERM AND TERMINATION

- 5.1 This Memo of Understanding shall be effective for a term of five (5) years from the effective date set forth herein but may be terminated at any time by either party by giving ninety (90) days written notice.

- 5.2 Any of the terms of this Memo of Understanding may be renegotiated and the provision hereof revised, but any such changes must be made in writing and signed by both parties to be effective.
- 5.3 The Sheriff's Office may terminate this Memo of Understanding immediately upon the occurrence of any of the following by giving written notice to NUSAFE setting forth the reason for the termination:
- (i.) Material breach of this Memo of Understanding;
 - (ii.) Actions or omissions of NUSAFE or the nurses which jeopardize the health, safety or welfare of any of the Sheriff's Office patients;
 - (iii.) Dishonest or fraudulent conduct of NUSAFE;
 - (iv.) NUSAFE's admission of insolvency, making of an assignment for the benefit of its creditors, or filing of a voluntary petition for bankruptcy;
 - (v.) The filing of an involuntary petition of bankruptcy against NUSAFE for which petition is not stayed or discharged within 60 days, and
 - (vi.) The indictment of NUSAFE on criminal charges.

VI. GENERAL PROVISIONS

Any written notice required or permitted under this Memo of Understanding shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at its last known address. Unless and until changed, the address of Sheriff's Office shall be:

Chief Deputy of Corrections
Weber County Sheriff's Office
1400 Depot Drive
Ogden, Ut 84404

The address for NUSANE shall be:

Jeanlee Carver CEO/Clinical
Director
NUSAFE
477 23rd Street
Ogden, UT 84401

- 6.1 This Memo of Understanding cannot be changed or modified except by an instrument in writing executed by both parties
- 6.2 NUSAFE shall not assign this Memo of Understanding or delegate any of its responsibilities hereunder. Subject to the foregoing, this Memo of Understanding shall be binding on the parties, their successors and legal representatives.
- 6.3 The headings of the various articles of this Memo of Understanding are inserted for convenience and do not expressly or by implication limit, define or extend the specific terms of the articles designated.
- 6.4 This Memo of Understanding shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the state of Utah.

- 6.5 This Memo of Understanding constitutes the entire understanding and Memo of Understanding between the parties hereto and supersedes all prior Memo of Understandings, arrangements and understandings between the parties with respect to its subject matter.
- 6.6 The waiver by either party of a breach or violation of any provision of this Memo of Understanding shall not operate as, or be construed to be, a waiver of any subsequent breach.
- 6.7 Whenever the context hereof requires the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 6.8 In the event any provision of the Memo of Understanding is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Memo of Understanding, which shall remain in full force and effect and enforceable with its terms.
- 6.9 Both parties agree to keep and maintain such records on the services provided as may be required by fiscal intermediaries, federal, state, or local governmental agencies, accreditation agencies, or other parties. NUSAFE agrees to make records available to Sheriff's Office upon request. As and to the extent required by law, upon the written request of the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), the U.S. Comptroller General or any of their duly authorized representatives, NUSAFE shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing the Services under this MOU. Such inspection shall be available for up to four (4) years after the rendering of such Services. If NUSAFE is requested to disclose books, documents or records pursuant to this Section for any purpose, NUSAFE shall notify Sheriff's Office of the nature and scope of such request, and NUSAFE shall make available, upon written request of Sheriff's Office, all such books, documents or records. NUSAFE shall indemnify and hold harmless Sheriff's Office if any amount of reimbursement is denied or disallowed because of NUSAFE's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If NUSAFE carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, NUSAFE agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Sheriff's Office, NUSAFE or any NUSAFE's Representative by virtue of this Agreement.
- 6.10 Intentionally deleted.
- 6.11 This Memo of Understanding may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
- 6.12 NUSAFE represents and warrants to Sheriff's Office that NUSANE and its representatives are not (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care

programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in NUSAFE or any of its representatives being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and NUSAFE shall immediately notify Sheriff's Office of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give Sheriff's Office the right to terminate this MOU immediately for cause.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memo of Understanding as of the date and year first written above.

Sheriff's Office:

Weber County Sheriff's Office

By:


Chief Deputy of Corrections

Dated: 03/10/2026

Weber County Commissioners

By _____

Gage Froerer, Chair

Date _____

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Bolos voted _____

For NUSAFE:

Jeanlee F. Carver, CEO/Clinical Director

Date: