

## **WEBER CARE GROUP COORDINATION AND INFORMATION SHARING AGREEMENT**

This Agreement is hereby entered into by and between the following entities: Weber Human Services (“WHS”), the Weber County Public Defender Group – Forensic Social Work Unit (“PD-FSW”), the Weber County Sheriff’s Office – Justice Program (“Justice Program”), the Ogden Police Department – Homeless Services Advocate Team (“OPD-HSA”), the Weber Housing Authority (“WHA”), and VitalCore Health Strategies (“VitalCore”). The parties may be referred to each as “Party” and collectively the “Parties.”

### **RECITALS**

WHEREAS, the Parties serve many of the same individuals who are often involved with multiple systems simultaneously including mental health, medical services, housing assistance, and the justice system; and

WHEREAS, the Parties seek to promote timely access to services, reduce duplication of services, close service gaps, and coordinate their efforts in order to improve outcomes for their shared clients and improve public safety; and

WHEREAS, the Parties intend to participate in a collaborative effort known as the Weber CARE Group (Coordinated Alignment for Reentry & Engagement) to align efforts and, where lawful and appropriate, exchange information that is necessary to coordinate care and services; and

WHEREAS, the Parties recognize that certain information may be confidential or protected under federal or state law, including the Health Insurance Portability and Accountability Act and its implementing regulations (“HIPAA”), 42 C.F.R. Part 2 governing substance use disorder records (“Part 2”), and Utah public records and confidentiality laws including the Government Records Access and Management Act (“GRAMA”); and

WHEREAS, the Parties desire to establish a framework under this Agreement that permits lawful sharing of information for coordination purposes; and

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

### **1. Purpose and Scope**

**1.1 Purpose.** The Parties agree to engage in a collaborative effort, known as the Weber CARE Group, to coordinate services for shared clients/defendants by responsibly exchanging information and aligning efforts across reentry, physical health, behavioral health, housing, and outreach. Coordinated activities include, without limitation: (a) coordinating medical, social, psychological, and other services; (b) providing housing assistance and determining rental subsidy; (c) providing referral information; (d) identifying barriers and service gaps; (e) monitoring for engagement/participating with treatment programs or other provisioned

services, as well as the collection and analysis of data, in order to re-engage and re-assess service needs as necessary.

**1.2 Scope.** This Agreement establishes operating principles for information sharing and joint coordination. It does not obligate any Party to provide funding, staff, or services. It does not create an agency, joint venture, or third-party-beneficiary relationship; and it does not establish a Business Associate Agreement, Qualified Service Organization Agreement, or vendor contract.

## **2. Guiding Principles**

**2.1 Client-centric coordination.** The Parties will collaborate to improve outcomes for individuals involved with the criminal justice system and who are experiencing behavioral-health and/or housing instability.

**2.2 Lawful information sharing.** The Parties will exchange information that is necessary for the purposes stated in this Agreement consistent with valid Releases of Information (ROIs) and applicable law.

**2.3 No enforcement use.** Information shared for care and coordination under this Agreement will not be used to facilitate incarceration, probation or parole violations, or criminal prosecution, except as may be mandated by law or court order.

**2.4 Respect for role boundaries.** Each Party retains independent professional judgment, legal mandates, and programmatic goals.

## **3. Definitions**

3.1 “Client” means an individual served by one or more Parties.

3.2 “Release of Information (ROI)” means a written authorization executed by the Client (or lawful representative) that meets the legal requirements applicable to the originating records (e.g. HIPAA, 42 C.F.R. Part 2, state law).

3.3 “Originating Party” means the Party that created or lawfully holds the record.

3.4 “Receiving Party” means a Party to whom information is disclosed under a valid ROI or other lawful authority.

## **4. Information-Sharing Framework**

**4.1 ROI template.** The Parties agree to use a common ROI template (the “Universal ROI Template”) which is attached as Exhibit A. Each Party will request that their clients sign the Universal ROI Template before requesting information from another Party.

**4.2 Custody of ROIs.** Each Party will retain custody of and administer its own Clients' ROIs, including storage, revocation tracking, and renewal. Copies may be provided to other Parties on request for reliance and documentation.

**4.3 Reliance on another Party's ROI.** A Receiving Party may rely in good faith on a representation from the Originating Party that a Client's ROI authorizes the contemplated disclosure.

**4.4 Limited sharing.** The Originating Party will ensure disclosures are no broader than reasonably necessary to accomplish the stated purposes on the ROI and within this Agreement's scope.

**4.5 Records classification.** The Parties will treat shared records in accordance with their original classification and restrictions.

**4.6 Prohibited disclosures.** The Parties will not disclose psychotherapy notes, Part-2 "counseling notes," FERPA-protected education records, victim-advocate communications, HIV status, or child-welfare records under this Agreement unless expressly authorized by a compliant ROI or other lawful authority.

## **5. Special Protections for Public Defender Materials**

**5.1 Privilege preserved.** Nothing in this Agreement waives or diminishes the attorney-client privilege, attorney work-product doctrine, or defense team confidentiality for information originating from or prepared for the Weber County Public Defender's Office (including PD-FSW). Any disclosure by PD-FSW under a Client ROI is not intended as a waiver as to third parties.

**5.2 Use restrictions.** Information originating from PD-FSW that reflects defense strategy, mitigation, or client communications shall be used solely for care/coordination, treatment/housing access, or other purposes consistent with the ROI and shall not be used to investigate, prosecute, or prove criminal, probation, or parole violations.

**5.3 Segregation and access controls.** Receiving Parties will, where feasible, segregate privileged materials and limit access to staff performing coordination functions. If a Receiving Party receives a legal demand (e.g. subpoena) for such materials, it will promptly notify PD-FSW to allow PD-FSW to assert a privilege.

## **6. Security and Compliance**

**6.1 Safeguards.** Each Party will maintain reasonable administrative, physical, and technical safeguards (e.g. limited access, secure storage, and encryption in transit) appropriate to the sensitivity of shared information.

**6.2 Training.** Each Party will train staff who will have access to shared information on confidentiality obligations, the Universal ROI Template, and this Agreement.

**6.3 Incidents.** A Party that discovers unauthorized access, use, or disclosure of shared information will notify the Originating Party without unreasonable delay and cooperate in mitigation consistent with applicable law.

**6.4 No creation of BA/QSO status.** The Parties expressly acknowledge that under the terms of this Agreement no Party is performing services “on behalf of” another that would, by virtue of this Agreement alone, create HIPAA Business Associate or Part 2 Qualified Service Organization status. If any Party engages or has engaged another to perform services on its behalf, the Parties have or will execute the appropriate separate agreement(s).

## **7. Coordination Practices**

**7.1 Coordination meetings.** The Parties may hold meetings to coordinate the provision of services to Clients who have signed an ROI authorizing the participants to exchange information.

**7.2 Care plans.** The Parties may develop shared care/reentry plans. However, each Party should retain their own copies of documents in their own system; no centralized case file is required by this Agreement.

**7.3 Data minimization.** Meeting notes will capture action items and points of contact and avoid unnecessary detail from clinical or privileged records.

## **8. Points of Contact**

Each Party will designate a primary Program Contact within 10 business days of the Effective Date and update that Program Contact as needed.

## **9. Notices**

Formal notices under this Agreement must be in writing and delivered by email with confirmation, certified mail, or courier to the Party Contact identified pursuant to paragraph 8.

## **10. Term, Amendment, and Termination**

**10.1 Term.** This Agreement remains in effect from January 1, 2026 through December 31, 2028, and shall automatically renew for successive one-year terms unless a Party provides 30 days’ written notice of non-renewal.

**10.2 Amendment.** Any amendments must be in writing and signed by all Parties.

**10.3 Withdrawal.** A Party may withdraw from this Agreement upon 30 days’ written notice. Duties to protect information disclosed before withdrawal will survive the termination or withdrawal from this Agreement.

**10.4 Immediate suspension.** Any Party may suspend sharing with another Party that, in good faith, it believes is not compliant with law or this Agreement.

## **11. Miscellaneous**

**11.1 No funding commitment.** This Agreement does not create any financial obligations.

**11.2 Records requests.** Parties receiving public records requests or legal demands relating to shared information will promptly notify the Originating Party.

**11.3 Severability.** If any provision in this Agreement is held invalid, the remainder of this Agreement remains in effect, and the Parties will attempt to create a legally-enforceable provision to replace the invalid provision that has the same or similar effect as the invalid provision.

**11.4 Entire understanding.** This Agreement states the Parties' current understanding regarding coordination and information sharing for the Weber CARE Group.

**11.5 Counterparts.** This Agreement may be executed in counterparts and by electronic signatures.

**11.6 Dispute Resolution.** If a dispute arises regarding the interpretation or implementation of the Agreement or any provision herein, the Parties will attempt to reach a resolution between the Program Contacts identified in Section 8. If the Program Contacts are unable to resolve the dispute, the Parties agree to hold a meeting with all Parties to the Agreement to attempt to resolve the dispute.

**11.7 Indemnification and Immunity.** Each Party shall be responsible for all claims, liabilities, and losses arising from the negligent acts or omissions, or willful misconduct, of its own officers, employees, or agents in the performance of this Agreement, including but not limited to any unauthorized access, use, or disclosure of shared information. Notwithstanding any provision to the contrary, the Parties, being governmental entities, do not waive any defenses, immunities, or statutory limits on liability that may be available to them under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq., or any other applicable law.

## **12. Signatures**

### **Weber Human Services**

By: Kenneth L. Green Date: 12-30-25  
Name/Title: CEO

### **Weber County Public Defender's Office – Forensic Social Work Unit**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

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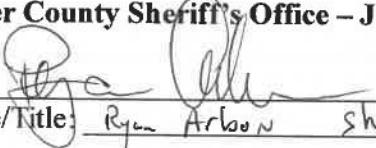
### **Weber Human Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

### **Weber County Public Defender's Office – Forensic Social Work Unit**

By: Katherine Magee Date: 12/30/2025  
Name/Title: Katherine Magee, WPDG Assistant Director

**Weber County Sheriff's Office – Justice Program**

By:  Date: 12/30/2028  
Name/Title: Ryan Arlaun Sheriff

**Weber County Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Ogden Police Department – Homeless Services Advocate Team**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**VitalCore Health Strategies**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber Housing Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber County Sheriff's Office – Justice Program**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber County Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Ogden Police Department – Homeless Services Advocate Team**

By: Mara Brown (Feb 8, 2026 14:33:31 MST) Date: 02/06/2026  
Name/Title: \_\_\_\_\_

**VitalCore Health Strategies**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber Housing Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

*Lee Ann Peterson*



**02/06/2026**

**Weber County Sheriff's Office – Justice Program**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber County Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Ogden Police Department – Homeless Services Advocate Team**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**VitalCore Health Strategies**

By: *Viola Riggin* Date: 1/5/2026  
Name/Title: Viola Riggin, CEO

**Weber Housing Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber County Sheriff's Office – Justice Program**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber County Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Ogden Police Department – Homeless Services Advocate Team**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**VitalCore Health Strategies**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**Weber Housing Authority**

By: Andi Beadles Date: 1/2/2025  
Name/Title: Andi Beadles, Executive Director