

EXHIBIT H

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Exhibit, the Qualified Service Organization Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Program”) and _____, (“Contractor” or “Qualified Service Organization”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

The County hereby enters into a qualified service organization agreement, whereby Contractor agrees to provide certain services, a description of which is presented in Exhibit A(s), attached to the Agreement.

Furthermore, Contractor:

1. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2;
2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Federal Confidentiality Regulations, 42 C.F.R. Part 2; and
3. Acknowledges that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 C.F.R. Part 2 upon receipt of the patient identifying data received pursuant to a patient consenting to disclosure of their records under 42 C.F.R. Part 2, § 2.31 for payment and/or health care operation activities, and, as such that each disclosure shall be accompanied by the notice required under § 2.32.

This EXHIBIT, the Qualified Service Organization Agreement, is hereby executed and agreed to by CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____