

**EXHIBIT A-3**

COMMUNITY BASED ORGANIZATION MASTER CONTRACT  
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 Name», (“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 Code of Federal Regulations (CFR) 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 CFR Part 2.
3. Acknowledges that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 CFR Part 2 upon receipt of the patient identifying information received pursuant to a patient consenting to disclosure of their records under 42 CFR 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. To the extent applicable, Contractor shall comply with the requirements of §2.33, subsections b and c, including any requirement for a written contract with an applicable subcontractor or legal representative.
4. To the extent applicable under 42 CFR Part 2, § 2.53, Audit and Evaluation, subsections a b, and c, the parties agree to comply with applicable requirements to (i) maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 CFR Part 2, §2.16; (ii) retain records in compliance with applicable federal, state, and local record retention laws; and (iii) comply with the limitations on disclosure and use in 42 CFR Part 2, § 2.53(d).

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

**Name:** «Contractor Name»

**By (Signature):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_