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QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)

The SAARA Center for Recovery (RCSP) here after referred to as the Center as instituted by the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant (1H79T1019021-01) and the Adult Substance Use Disorders Program of the Department of Mental Health Support Services for Chesterfield County Virginia here after referred to as the Program hereby enter into an agreement whereby the Center agrees to provide the Program peer recovery support services to the citizens of Chesterfield County beginning on or about March 17, 2008.

Furthermore, the Center:

(1) acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;

(2) agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

(3) agrees to use appropriate safeguards (can define with more specificity) to prevent the unauthorized use or disclosure of the protected information;

(4) agrees to report to the Program any use or disclosure of the protected information not provided for by this Agreement of which it becomes aware beginning March 17, 2008;

(5) agrees to provide access to the protected information at the request of the Program, or to an individual as directed by the Program, in order to meet the requirements of 45 C.F.R. ' 164.524 which provides patients with the right to access and copy their own protected information beginning March 17, 2008;

(6) agrees to make any amendments to the protected information as directed or agreed to by the program pursuant to 45 C.F.R. § 164.526 beginning March 17, 2008;

(7) agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the Program, or created or received by the Center on behalf of the Program, to the Program or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program’s compliance with HIPAA beginning March 17, 2008;

(8) agrees to provide the Program or an individual information in accordance with paragraph (9) of this agreement to permit the Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 beginning March 17, 2008;

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Termination

(1) The program may terminate this agreement if it determines that the Center has violated any material term;

(2) Upon termination of this agreement for any reason, the Center shall return or destroy all protected information received from the Program, or created or received by the Center on behalf of the Program. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Center. The Center shall retain no copies of the protected information.

(3) In the event that the Center determines that returning or destroying the protected information is infeasible, the Center shall notify the Program of the conditions that make return or destruction infeasible (insert negotiated time & manner terms).

Upon notification that the return or destruction of the protected information is infeasible, the Center shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Center maintains the information.

Executed this ___ day of _____, 2008 .

George Braunstein, Executive Director
Chesterfield Department of Mental Health
Support Service

Mark Blackwell, Executive Director
SAARA of Virginia