



# Qualified Service Organization Agreement

Updated: April 3, 2014

As of the Effective Date, One Health Record® (also known as “AHIE”) and the undersigned Participant hereby enter into a qualified services organization agreement (“QSOA”), whereby the AHIE agrees to provide the Participant with services outlined in the Participation Agreement/DURSA.

By virtue of this Participation Agreement/DURSA, **certain** information may be electronically shared, and this QSOA is established in order to adequately meet the terms of the Participation Agreement/DURSA.

Furthermore, the Parties:

1. Acknowledge that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information from the **Participant’s program about their patients** (“protected information”), they are fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.R.F. 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 QSOA or by law;
2. Agree 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. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which is the Effective Date.

<u>AHIE</u>	<u>Participant</u>
By: _____ (Signature)	By: _____ (Signature)
<u>John Heitman</u> (Printed Name)	_____ (Printed Name)
Title: <u>State HIT Coordinator</u>	Title: _____