



**HIPAA/HITECH Business Associate Agreement
SCOPE-OF-WORK ATTACHMENT**

THIS Scope-of-Work ATTACHMENT supplements and is incorporated into, and considered part of the Business Associate Agreement (herein referred to as (“Agreement”) by and between the Nebraska Department of Health and Human Services consisting of the agencies of Division of Public Health, Division of Behavioral Health, Division of Children and Family Services, Division of Medicaid & Long Term Care, Division of Developmental Disabilities, Division of Veteran’s Homes and represented herein collectively or singularly as the “Department of Health and Human Services” (DHHS also hereinafter referred to as “Covered Entity”), and **Name and address of Business here**, (hereinafter also referred to as “Business Associate”).

I. GENERAL CONDITIONS

1. Covered Entity agrees to provide the following:
 - 1.1 Covered Entity will provide technical assistance directly to assist Business Associate with the use of any electronic formats for the transmission of Protected Health Information, such as magnetic tape. Covered Entity will provide advance notice whenever possible before making changes to the format or to the codes used in information processing.
2. Business Associate agrees to the following:
 - 2.1 The Business Associate must adhere to all relevant confidentiality and privacy laws, regulations, and contractual provisions as provided within the Agreement.
 - 2.2 The Business Associate shall have in place reasonable administrative, technical, and physical safeguards to ensure security and confidentiality of Protected Health Information.
 - 2.3 A Corrective Action Plan (CAP) will be developed by the Business Associate to address and remediate any condition of contractual non-performance.

II. SPECIAL PROVISIONS TO GENERAL CONDITIONS

This Scope-of-Work Attachment amends any contract between the parties listed in this attachment and all other existing contracts between the parties that involve the performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information. This Scope-of-Work Attachment shall also incorporate the provisions of the Agreement and this Attachment into all renewals of such existing contracts and into all new contracts between the parties that involve performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information.

[Specifics to be included in this Scope of Work Attachment are:]

□ **Contract number or Scope of Work description.**

Providing services on behalf of the Nebraska Department of Health & Human Services. This agreement applies within all service areas with Nebraska Department of Health & Human Services.

- Specific information required if this Scope of Work applies to the Agreement as a distinct standalone instrument. This information identifies:
1. The Protected Health Information to be used or disclosed during the term of this Agreement;
 2. The authorized individuals or entities that are associated with the performance of this Agreement;
 3. The permitted uses and disclosures of Protected Health Information allowed during the term of this Agreement.
 4. The description of the administrative, physical and technical security safeguards used to prevent use or disclosure of the Protected Health Information other than as provided for during the term of this Agreement.