



# HIPAA in a HITECH World: The New HIPAA Privacy and Security Tool Kit

**Coppersmith Schermer & Brockelman PLC**  
\*in collaboration with **Loricca, Inc.** on HIPAA Security



The Health Information Technology for Economic and Clinical Health Act (the HITECH Act) has triggered the need for health care organizations to make significant changes to their HIPAA Privacy and Security policies. The stakes are high: the HITECH Act substantially increased civil penalties for HIPAA violations, the federal government now has the resources for increased enforcement, and the Act provided authority to State Attorneys General to enforce HIPAA.

After the HIPAA Privacy Rule became effective in 2001, hospitals and health care organizations across the country relied on the HIPAA Privacy Tool Kit for HIPAA privacy compliance guidance and policies. Coppersmith Schermer & Brockelman PLC is now updating the Tool Kit to address the plethora of new obligations under the HITECH Act.

## What will the New HIPAA Privacy and Security Tool Kit Cover?

Because the HITECH Act implementing regulations will be issued over time, the New HIPAA Privacy and Security Tool Kit will be issued in stages according to compliance priority:

- **Breach Reporting Requirements:** The Tool Kit will contain a chapter with a detailed explanation of breach reporting obligations and a template breach reporting policy, breach reporting log, and patient breach reporting letter. Date of issuance: November 15, 2009.
- **Security Rule Compliance:** The new Tool Kit will include a chapter on compliance with the HIPAA Security Rule and a discussion of how to “secure” PHI to meet the breach reporting safe harbor, drafted by the HIPAA security experts at Loricca’s Healthcare Solutions Group. Loricca will also make its entire library of over 100 security policies available at a substantial discount to Tool Kit purchasers. (See “The Complete HIPAA Security Policies” on the order form.) Date of issuance: December 1, 2009.
- **Business Associate Agreements:** The Tool Kit will contain a chapter on contracting with business associates, including an in-depth analysis of the allocation of breach reporting obligations, reporting to HHS, and the other new HITECH obligations. This will also include a template business associate agreement and a business associate policy. Date of issuance: December 15, 2009.
- **Genetic Information:** The new Tool Kit will include a chapter on genetic information to reflect the regulations amending HIPAA to implement the Genetic Information Nondiscrimination Act (GINA). HHS published proposed GINA regulations on October 7, 2009. Date of issuance: One month after HHS publishes final regulations.
- **Other Privacy Rule Amendments:** The new Tool Kit will include updated Tool Kit chapters, policies and documentation to reflect HHS regulations implementing the new HITECH requirements, including changes to the **minimum necessary standard**; allowing patients **access to PHI in electronic format**; **withholding PHI from health plans** where a patient pays in full out of pocket; **changes to the marketing and fundraising** provisions; **accounting for disclosures** from an electronic health record for treatment, payment and health care operations; and **prohibitions against direct or indirect remuneration** for PHI. Date of issuance: One month after HHS publishes final regulations on each topic.
- **The Final Tool Kit:** The final Tool Kit will integrate the content noted above, and will include a thorough compliance guide that includes in-depth discussion of all HIPAA Privacy and Security requirements; a complete set of policies and procedures to implement HIPAA Privacy requirements; and security forms, documents and other guidance to assist your organization in implementing the policies. (Arizona hospitals will also be provided Arizona-specific policies where Arizona state laws differ from the HIPAA requirements.) For a Table of Contents of the extensive compliance guide and policies in the Tool Kit, contact Kristen Rosati, at [krosati@csblaw.com](mailto:krosati@csblaw.com) or 602-381-5464.



## **How will the New HIPAA Privacy and Tool Kit be distributed to participating organizations?**

Each phase will be issued to participating health care organizations on the CSB web site for quick distribution. When all phases are finalized, the entire Tool Kit will be issued to participating organizations in CD format.

Organizations that did not participate in the original HIPAA Privacy Tool Kit in 2001 will receive a copy of the original Tool Kit upon request, which will get them up to speed on current requirements, updated as HHS issues new regulations.

## **Who are the authors?**

**Coppersmith Schermer & Brockelman PLC** has a nationally-recognized health care practice. Five of the health care partners are listed in Best Lawyers in America and all are AV-rated by Martindale-Hubbell. Their leadership in national organizations such as the American Health Lawyers Association keeps them on the front line of national health law developments.

The primary author of the New HIPAA Privacy and Security Tool Kit is **Kristen Rosati**. Kristen has been speaking across the country on HIPAA compliance issues since 2000, and is widely recognized as one of the top HIPAA and health information technology lawyers in the country. She is a member of the American Health Lawyers Association (AHLA) Board of Directors, Chairs the AHLA Quality Council, and is past Chair of AHLA's Health Information and Technology Practice Group. She chairs the Legal Committee for Arizona Health-e Connection, Arizona's e-health data exchange initiative, and was a member of the National Governor's Association State Alliance for e-Health, Health Information Protection Task Force. She also chaired the legal work for the Adoption of Standard Policies Collaborative, part of the Health Information Privacy and Security Collaboration (HISPC) funded by the Office of the National Coordinator for Health Information Technology.

The HIPAA security compliance materials are authored by **Mark Beckmeyer and Ron Beltz** of the **Loricca** Healthcare Solutions Group, who have completed several hundred HIPAA and IT Security projects for healthcare entities across the country. They have both conducted numerous seminars and awareness training sessions endorsed by state hospital associations, law firms and governmental agencies. Their unique Virtual Guardian support system has enabled organizations to dramatically reduce consulting dollars spent on additional compliance assessments and ongoing remediation activities. Backed by a team of human capital resources with multiple technical certifications (CBCP, CISSP, CPA, CISA, CISM, CCSE, CCNA, etc.), Ron and Mark are widely recognized as leaders in HIPAA Security compliance, information assurance and IT Risk Management.

## **What is the price of the New HIPAA Privacy and Security Tool Kit?**

The New HIPAA Privacy and Security Tool Kit is \$2,500 per health care organization. Hospital systems with multiple hospitals will pay only an additional \$250 per hospital (up to 21 hospitals); the use of the Tool Kit for more than 21 hospitals in one system or for use at non-hospital facilities in the system is at no extra charge.

Loricca, Inc. will make its complete set of over 100 security policies available at \$5,000 per health care organization, with license fees for additional hospitals—a 50% discount from its normal price for the complete set.

For any questions regarding the content or pricing for the New HIPAA Privacy and Security Tool Kit contact Kristen Rosati, at [krosati@csblaw.com](mailto:krosati@csblaw.com) or 602-381-5464. For any questions on the Complete Set of HIPAA Security Policies, contact Ron Beltz at [rbeltz@loricca.com](mailto:rbeltz@loricca.com) or 813- 600-3005 ext.105.



**The New HIPAA Privacy and Security Tool Kit**  
**-and-**  
**The Complete HIPAA Security Policies**

Name of Contact: \_\_\_\_\_ Title and Department: \_\_\_\_\_

Health System/ Organization Name: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email\* \_\_\_\_\_

**\*Email is required, for communications about the Tool Kit.**

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*The pricing for the New HIPAA Privacy and Security Tool Kit and the Complete HIPAA Security Policies is based on one facility's use.  
Health systems with multiple hospitals should indicate the number of hospitals in the system for additional license charges.  
Ordering facilities must sign the license language on the following page.*

Health systems, please list the number of hospitals in the system: \_\_\_\_\_

**PRICING FOR THE NEW HIPAA PRIVACY AND SECURITY TOOL KIT**

License fee for one facility/health system: \$2,500. Additional license fees for additional hospitals in a health system: \$250 for each hospital from 2-21 hospitals; \$0 for each hospital from 22+ hospitals and non-hospital facilities.

**Main license fee: \$2,500**

**Health system additional license fees for 2-21 hospitals:** \_\_\_\_\_ hospitals (x\$250) = \_\_\_\_\_

**Total Price: \$** \_\_\_\_\_

*(Example: Health system with 11 hospitals would pay \$2500 + (10 additional hospitals x \$250) = \$ 5000)*

**PRICING FOR THE COMPLETE HIPAA SECURITY POLICIES**

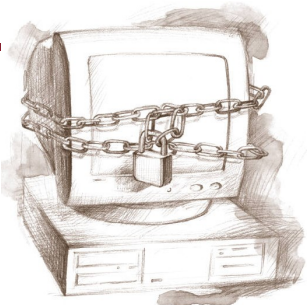
License fee for one facility/health system: \$5,000. Additional license fees for additional hospitals in a health system: \$250 for each hospital from 2-21 hospitals; \$0 for each hospital from 22+ hospitals and non-hospital facilities.

**Main license fee: \$5,000**

**Health system additional license fees for 2-21 hospitals:** \_\_\_\_\_ hospitals (x\$250) = \_\_\_\_\_

**Total Price: \$** \_\_\_\_\_

*(Example: Health system with 11 hospitals would pay \$5000 + (10 additional hospitals x \$250) = \$10,000)*



Please mail order form and payment check to Loricca, Inc.  
10711 Shady Preserve Drive. Riverview, FL 33579  
(813) 600-3005 x105

## LICENSE AGREEMENT FOR NEW HIPAA PRIVACY AND SECURITY TOOL KIT

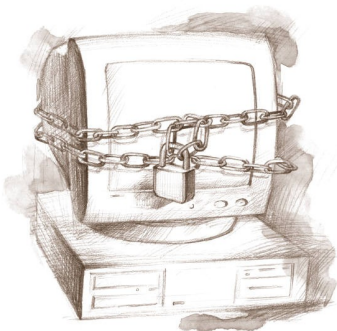
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On behalf of the purchasing organization, I agree that the purchasing organization will follow the terms and conditions of the above license agreements.

I have the authority to sign this agreement on behalf of the purchasing organization.

Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_