

COPYRIGHT LICENSE

This work, called “The HIPAA Privacy Compliance Resource Manual for Group Health Plans”, is the property of John C. Gilliland II, the copyright owner, and is protected by the United States copyright law. Although Mr. Gilliland continues to own this work, as the purchaser of it you are hereby granted certain rights to use it and to permit others to use it as stated in this copyright license.

By using any of the policies or templates contained in this work or preparing a derivative of any of them, you accept this copyright license. Upon your acceptance, you are hereby granted a non-exclusive license to use this work as stated in this license. Upon your acceptance, any health plan for which you use this manual in accordance with this copyright license also is granted a non-exclusive license to use this work as stated in this license.

As described more completely below, this license permits use of this work, or derivatives of it, by the original purchaser for any or all of the health plans of the same, one (1) plan sponsor. If you desire to use the work or prepare derivatives of it for health plans of more than the same, one (1) plan sponsor, you must contact Mr. Gilliland to purchase an expanded copyright license.

As used in this license:

- “You” means the original purchaser of this physical copy of the work.
- “Health plan” has the same meaning as stated in the HIPAA privacy rule, *see*, 45 CFR §160.103.
- “Plan sponsor” has the same meaning as stated in the HIPAA privacy rule, *see*, 45 CFR §164.103.

You may:

- (1) **Copies.** Make copies of any part of this work, in any medium, for the sole purpose of use by you, your employees, your agents and other persons to assist one (1) or more of the health plans of the same, one (1) plan sponsor to prepare the policies, notices and forms for the health plans of that plan sponsor to comply with the HIPAA privacy rule;
- (2) **Derivatives.** Create derivatives of any part of this work for the sole purpose of use by you, your employees and your agents to assist one (1) or more of the health plans of the same, one (1) plan sponsor to achieve and maintain their compliance with requirements of the HIPAA privacy rule;
- (3) **Copies for Use in Compliance.** Make copies of any part of this work and of any derivative of any part of this work, in any medium, for the sole purpose of use by you, your employees, your agents and others to assist one (1) or more of the health plans of the same, one (1) plan sponsor to achieve and maintain their compliance -

with requirements of the HIPAA privacy rule, including copies to be given to the health plan's participants and beneficiaries.

(4) Use by Health Plan. Any health plan of the same, one (1) plan sponsor for whom you make copies or derivatives of any part of this work pursuant to (1) through (3), above, may:

- Make copies of any part of this work, in any medium, for the sole purpose of use by it, its employees, its agents and other persons to assist it in preparing its HIPAA policies, notices, and forms;
- Create derivatives of any part of this work for the sole purpose of use by it, its employees and its agents to assist it to achieve and maintain compliance with requirements of the HIPAA privacy rule;
- Make copies any part of this work and of any derivative of any part of this work, in any medium, for the sole purpose of use by it, its employees, its agents and others to achieve and maintain its compliance with requirements of the HIPAA privacy rule, including copies to be given to its participants and beneficiaries.

Neither you nor a health plan for which you use this manual pursuant to (1) through (3) above may:

- Sell, rent, lend, give or otherwise transfer all or any part of this work, or of any copy or derivative of any part of this work, in any medium, to anyone other than as expressly permitted by this copyright license.
- Use this work to create derivative works for use by anyone except as expressly permitted by this copyright license.

If you desire to use or to permit others to use this work or any derivative of this work in excess of what is permitted by this copyright license, you must contact Mr. Gilliland to purchase an expanded copyright license to permit the use you want. The cost of the expanded license depends on the extent of the expansion desired.

Mr. Gilliland may be contacted at the following address, telephone number, and e-mail address:

John C. Gilliland II
Gilliland & Caudill LLP
3905 Vincennes Road, Suite 204
Indianapolis, Indiana 46268

Telephone: (800) 894-1243
E-Mail: jcg@gilliland.com