

## RESOLUTION AGREEMENT

### I. Recitals

1. Parties. The Parties to this Resolution Agreement (“Agreement”) are:

A. The United States Department of Health and Human Services, Office for Civil Rights (“HHS”), which enforces the Federal standards that govern the privacy of individually identifiable health information (45 C.F.R. Part 160 and Subparts A and E of Part 164, the “Privacy Rule”), the Federal standards that govern the security of electronic individually identifiable health information (45 C.F.R. Part 160 and Subparts A and C of Part 164, the “Security Rule”), and the Federal standards for notification in the case of breach of unsecured protected health information (45 C.F.R. Part 160 and Subparts A and D of 45 C.F.R. Part 164, the “Breach Notification Rule”). HHS has the authority to conduct compliance reviews and investigations of complaints alleging violations of the Privacy, Security, and Breach Notification Rules (the “HIPAA Rules”) by covered entities and business associates, and covered entities and business associates must cooperate with HHS compliance reviews and investigations. See 45 C.F.R. §§ 160.306(c), 160.308, and 160.310(b).

B. Cottage Health, on behalf of itself and the health care providers under its common ownership or control that have been designated as a single Affiliated Covered Entity pursuant to the Privacy Rule, 45 C.F.R. § 164.105(b). The members of the Affiliated Covered Entity (hereinafter collectively referred to as “Cottage Health” or “CH”), each of which meet the definition of “covered entity” as a “health care provider” under 45 C.F.R. § 160.103, are set forth in Appendix A, attached hereto and incorporated by reference.

HHS and CH shall together be referred to herein as the “Parties.”

2. Factual Background and Covered Conduct.

On December 2, 2013 and December 1, 2015, OCR received notifications from CH regarding breaches of unsecured electronic protected health information (ePHI) affecting the ePHI of approximately 33,349 individuals and 11,608 individuals, respectively. On December 26, 2013 OCR initiated an investigation of CH. On July 2, 2014, CH provided notification updating the number of individuals affected by the first breach to 50,917.

The first breach arose from the removal of electronic security protections from one of CH’s servers by a CH contractor. As a result, patient names, addresses, dates of birth, diagnoses/conditions, lab results and other treatment information was available to anyone outside CH with access to its server and the ability to download files without a username and password.

The second breach traced back to an employee activating the wrong website on a SQL server. As a result, 11,608 individuals’ ePHI was accessible on the internet. The ePHI included patient names, addresses, dates of birth, social security numbers, diagnoses/conditions and other treatment information.

HHS alleges that the following conduct occurred (“Covered Conduct”):

A. CH failed to conduct an accurate and thorough analysis of the potential risks and vulnerabilities to the ePHI held by CH. *See* 45 C.F.R. § 164.308(a)(1)(ii)(A).

B. CH failed to implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with § 164.306(a). *See* 45 C.F.R. § 164.308(a)(1)(ii)(B).

C. CH failed to perform a technical evaluation in response to CH’s contractor installing Windows OS. *See* 45 C.F.R. § 164.308(a)(8).

D. CH failed to obtain satisfactory assurances from a particular contractor, in the form of a written business associate agreement, that the contractor would appropriately safeguard ePHI that the contractor maintained on behalf of CH. *See* 45 C.F.R. §§ 164.308(b) and 164.502(e).

3. No Admission. This Agreement is not an admission, concession, or evidence of liability by CH.

4. No Concession. This Agreement is not a concession by HHS that CH is not in violation of the HIPAA Rules and not liable for civil money penalties (“CMPs”).

5. Intention of Parties to Effect Resolution. This Agreement is intended to resolve OCR Transaction Numbers: 14-172899 & 16-225752 and any potential violations of the HIPAA Rules related to the Covered Conduct specified in paragraph I.2 of this Agreement. In consideration of the Parties’ interest in avoiding the uncertainty, burden, and expense of further investigation and formal proceedings, the Parties agree to resolve this matter according to the Terms and Conditions below.

## **II. Terms and Conditions**

6. Payment. HHS has agreed to accept, and CH has agreed to pay HHS, the amount of \$3,000,000.00 (“Resolution Amount”). CH agrees to pay the Resolution Amount on or before January 30, 2019, pursuant to written instructions to be provided by HHS.

7. Execution of Agreement and Effective Date. The Agreement shall become effective (i.e., final and binding) upon the date of signing of this Agreement and the Corrective Action Plan (“CAP”) by the last signatory (“Effective Date”).

8. Corrective Action Plan. CH has entered into and agrees to comply with the Corrective Action Plan (“CAP”), attached as Appendix A, which is incorporated into this Agreement by reference. If CH materially breaches the CAP, and fails to cure the breach as set forth in the CAP, then CH will be in breach of this Agreement and HHS will not be subject to the Release set forth in paragraph II.9 of this Agreement.

9. Release by HHS. In consideration of and conditioned upon CH’s performance of its obligations under this Agreement, HHS releases CH from any actions it may have against CH under the HIPAA Rules arising out of or related to the Covered Conduct identified in paragraph

I.2 of this Agreement. HHS does not release CH from, nor waive any rights, obligations, or causes of action other than those arising out of or related to the Covered Conduct and referred to in this paragraph. This release does not extend to actions that may be brought under section 1177 of the Social Security Act, 42 U.S.C. § 1320d-6.

10. Agreement by Released Parties. CH shall not contest the validity of its obligation to pay, nor the amount of, the Resolution Amount or any other obligations agreed to under this Agreement. CH waives all procedural rights granted under Section 1128A of the Social Security Act (42 U.S.C. § 1320a-7a) and 45 C.F.R. Part 160 Subpart E, and HHS claims collection regulations at 45 C.F.R. Part 30, including, but not limited to, notice, hearing, and appeal with respect to the Resolution Amount.

11. Binding on Successors. This Agreement is binding on CH and its successors, heirs, transferees, and assigns.

12. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

13. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against or by any other person or entity.

14. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties.

15. Tolling of Statute of Limitations. Pursuant to 42 U.S.C. § 1320a-7a(c)(1), a CMP must be imposed within six (6) years from the date of the occurrence of the violation. To ensure that this six-year period does not expire during the term of this Agreement, CH agrees that the time between the Effective Date of this Agreement (as set forth in Paragraph 7) and the date the Agreement may be terminated by reason of CH's breach, plus one-year thereafter, will not be included in calculating the six (6) year statute of limitations applicable to the violations which are the subject of this Agreement. CH waives and will not plead any statute of limitations, laches, or similar defenses to any administrative action relating to the Covered Conduct identified in paragraph I.2 that is filed by HHS within the time period set forth above, except to the extent that such defenses would have been available had an administrative action been filed on the Effective Date of this Agreement.

16. Disclosure. HHS places no restriction on the publication of the Agreement. In addition, HHS may be required to disclose material related to this Agreement to any person upon request consistent with the applicable provisions of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.

17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

18. Authorizations. The individual(s) signing this Agreement on behalf of CH represent and warrant that they are authorized by CH to execute this Agreement. The individual(s) signing this Agreement on behalf of HHS represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

**For Covered Entity**

\_\_\_\_\_/s/\_\_\_\_\_  
Kevin Nelson  
Chief Compliance Officer  
Cottage Health

\_\_\_\_\_  
12/11/2018  
Date

**For the United States Department of Health and Human Services**

\_\_\_\_\_/s/\_\_\_\_\_  
Michael Leoz  
Regional Manager  
Office for Civil Rights, Pacific Region

\_\_\_\_\_  
12/12/2018  
Date

**CORRECTIVE ACTION PLAN**  
**BETWEEN THE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**COTTAGE HEALTH**

**I. Preamble**

Cottage Health (CH) hereby enters into this Corrective Action Plan (“CAP”) with the United States Department of Health and Human Services, Office for Civil Rights (“HHS”). Contemporaneously with this CAP, CH is entering into a Resolution Agreement (“Agreement”) with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. CH enters into this CAP as part of consideration for the release set forth in paragraph II.9 of the Agreement.

**II. Contact Persons and Submissions**

A. Contact Persons

CH has identified the following individual as its authorized representative and contact person regarding the implementation of this CAP and for receipt and submission of notifications and reports:

Kevin Nelson  
Chief Compliance Officer  
[knelson@sbch.org](mailto:knelson@sbch.org)  
(805) 569-7339

HHS has identified the following individual as its authorized representative and contact person with whom CH is to report information regarding the implementation of this CAP:

Ms. Laura Coronado, Equal Opportunity Specialist Department of Health and Human Services  
Office for Civil Rights  
90 7<sup>th</sup> Street, Suite 4-100  
San Francisco, California 94103-6705

CH and HHS agree to promptly notify each other of any changes in the contact persons or the other information provided above.

A. Proof of Submissions. Unless otherwise specified, all notifications and reports required by this CAP may be made by any means, including email, certified mail, overnight

mail, or hand delivery, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

### **III. Effective Date and Term of CAP**

The Effective Date for this CAP shall be calculated in accordance with paragraph II.7 of the Agreement (“Effective Date”). The period for compliance (“Compliance Term”) with the obligations assumed by CH under this CAP shall begin on the Effective Date of this CAP and end three (3) years from the Effective Date, unless HHS has notified CH under Section VIII hereof of its determination that CH breached this CAP. In the event HHS notifies CH of a breach under section VIII hereof, the Compliance Term shall not end until HHS notifies CH that HHS has determined CH failed to meet the requirements of section VIII.C of this CAP and issues a written notice of intent to proceed with an imposition of a civil money penalty against CH pursuant to 45 C.F.R. Part 160. After the Compliance Term ends, CH shall still be obligated to: (a) submit the final Annual Report as required by section VI; and (b) comply with the document retention requirement in section VII. Nothing in this CAP is intended to eliminate or modify CH’s obligation to comply with the document retention requirements in 45 C.F.R. § 164.316(b) and § 164.530(j).

### **IV. Time**

In computing any period of time prescribed or allowed by this CAP, all days referred to shall be calendar days. The day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

### **V. Corrective Action Obligations**

CH agrees to the following:

#### **A. Conduct an Enterprise-wide Risk Analysis**

1. As required by 45 CFR 164.308(a)(1)(ii)(A), CH shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by CH (“Risk Analysis”). The Risk Analysis shall include a complete inventory of all ePHI maintained by CH, and include but not be limited to, ePHI stored on servers, laptops, mobile devices, diagnostic equipment, copy machines, and security monitoring devices.

2. CH shall provide the Risk Analysis, consistent with section V.A.1, to HHS within one hundred and eighty (180) days of the Effective Date for HHS’s review. HHS shall approve, or, if necessary, require revisions to CH’s Risk Analysis. CH may submit a Risk Analysis currently underway or previously completed within the past 180 days for consideration by HHS for compliance with this provision.

3. Within ninety (90) days of receipt of CH’s Risk Analysis, HHS will inform CH

in writing as to whether HHS approves the Risk Analysis or HHS requires revisions. If HHS requires revisions to the Risk Analysis, HHS shall provide CH with a written explanation of the basis of its revisions, including comments and recommendations that CH can use to prepare a revised Risk Analysis.

4. Upon receiving HHS's notice of required revisions, if any, CH shall have sixty (60) days to revise the Risk Analysis accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the Risk Analysis.

5. CH shall review the Risk Analysis annually. CH shall also promptly update the Risk Analysis in response to environmental or operational changes affecting the security of ePHI. Following an update to the Risk Analysis, CH shall assess whether its existing security measures are sufficient to protect its ePHI, and revise its Risk Management Plan, policies and procedures, and training materials, as needed.

#### B. Develop and Implement a Risk Management Plan

1. CH shall develop an enterprise-wide Risk Management Plan to address and mitigate any security risks and vulnerabilities identified in the Risk Analysis specified in section V.A.1. above. The Risk Management Plan shall include a process and timeline for CH's implementation, evaluation, and revision of its risk remediation activities.

2. Within ninety (90) days of HHS's final approval of the Risk Analysis described in section V.A.1 above, CH shall submit a Risk Management Plan to HHS for HHS's review and approval. CH may submit a Risk Management Plan developed in response to a Risk Analysis currently underway or previously completed for consideration by HHS for compliance with this provision.

3. Within ninety (90) days of receipt of CH's Risk Analysis, HHS will inform CH in writing as to whether HHS approves the Risk Management Plan or HHS requires revisions. If HHS requires revisions to the Risk Management Plan, HHS shall provide CH with a written explanation of the basis of its revisions, including comments and recommendations that CH can use to prepare a revised Risk Management Plan.

4. Upon receiving HHS's notice of required revisions, if any, CH shall have sixty (60) days to revise the Risk Management Plan accordingly and forward for review and approval. This process shall continue until HHS approves the Risk Management Plan.

5. Within sixty (60) days of HHS's approval of the Risk Management Plan, CH shall finalize and officially adopt the Risk Management Plan in accordance with its applicable administrative procedures.

#### C. Implement Process for Evaluating Environmental and Operational Changes

1. CH shall develop a written process (“Process”) to regularly evaluate any environmental or operational changes that affect the security of CH’s ePHI.

2. Within sixty (60) days of HHS’s final approval of the Risk Management Plan described in section V.B.1. above, CH shall submit CH’s Process to HHS for HHS’s review. HHS shall approve the Process, or, if necessary, require revisions to the Process.

3. Within ninety (90) days of receipt of CH’s Process, HHS will inform CH in writing as to whether HHS approves the Process or HHS requires revisions. If HHS requires revisions to the Process, HHS shall provide CH with a written explanation of the basis of its revisions, including comments and recommendations that CH can use to prepare a revised Process.

4. Upon receiving HHS’s notice of required revisions, if any, CH shall have sixty (60) days to revise the Process accordingly and forward for review and approval. This process shall continue until HHS approves the Process.

#### D. Policies and Procedures

1. CH shall develop, maintain, and revise, as necessary, its written policies and procedures to comply with the Federal standards that govern the privacy and security of individually identifiable health information (45 C.F.R. Part 160 and Subparts A, C, and E of Part 164, the “Privacy Rule” and “Security Rule”). CH’s policies and procedures shall include, but not be limited to, the minimum content set forth in section V.F.

2. CH shall provide such policies and procedures to HHS within (150) days of receipt of HHS’s approval of the Risk Management Plan required by paragraph V.B.1. above.

3. Within ninety (90) days of receipt of CH’s policies and procedures, HHS will inform CH in writing as to whether HHS approves the policies and procedures or HHS requires revisions. If HHS requires revisions to the policies and procedures, HHS shall provide CH with a written explanation of the basis of its revisions, including comments and recommendations that CH can use to prepare a revised policies and procedures.

4. Upon receiving HHS’s notice of required revisions, if any, CH shall have sixty (60) days to revise the policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval. This process shall continue until HHS approves the policies and procedures.

5. Within ninety (90) days of HHS’s approval of the policies and procedures, CH shall implement such policies and procedures.

#### E. Distribution of Policies and Procedures

1. CH shall distribute the policies and procedures identified in section V.D.1. to all members of the workforce who have access to PHI at the time of the training required by section V.G and to new workforce members who have access to PHI within thirty (30) days of their beginning of service.



2. CH shall require, at the time of distribution of such policies and procedures, a signed written or electronic initial compliance certification from all workforce members who have access to PHI stating that such workforce members have read, understand, and shall abide by such policies and procedures.

3. CH shall not provide access to PHI to any workforce member if that workforce member has not signed or provided the written or electronic certification required by paragraph 2 of this section.

F. Minimum Content of the Policies and Procedures

The Policies and Procedures shall include measures to address the following Privacy and Security Rule Provisions:

Privacy Rule Provisions

1. Uses and Disclosures of PHI 45 C.F.R. § 164.502(a)
2. Uses and Disclosures to Business Associates 45 C.F.R. § 164.502(a)
3. Safeguards 45 C.F.R. § 164.530(c)
4. Changes to Policies and Procedures 45 C.F.R. § 164.530(i)(2)

Security Rule Provisions

1. Administrative Safeguards, including all required and addressable implementation specifications 45 C.F.R. § 164.308(a) and (b)
2. Information System Activity Review 45 C.F.R § 164.308(a)(1)(ii)(D)
3. Information Access Management 45 C.F.R. § 164.308(a)(4)(i)
4. Business Associate Contracts and other Arrangements 45 C.F.R. § 164.308(b) and 45 C.F.R. § 502(e)(1)
5. Encryption and Decryption 45 C.F.R § 164.312(a)(2)(iv)
6. Audit Controls 45 C.F.R § 164.312(b)
7. Transmission Security 45 C.F.R § 164.312(e)(1)

G. Training

1. Within sixty (60) days of HHS's final approval of the policies and procedures required by section V.D. of this CAP, CH shall augment its existing HIPAA and Security Training Program ("Training Program") for all CH workforce members who have access to PHI. The Training Program shall include general instruction on compliance with CH's HIPAA policies and procedures. CH shall submit its proposed training materials on the policies and procedures to HHS for its review and approval. HHS shall approve, or, if necessary, require revisions to CH's Training Program.

2. Within ninety (90) days of receipt of CH's Training Program, HHS will inform CH in writing as to whether HHS approves the Training Program or HHS requires revisions. If HHS requires revisions to the Training Program, HHS shall provide CH with a written explanation of the basis of its revisions, including comments and recommendations that CH can use to prepare a revised Training Program.

3. Upon receiving HHS's notice of required revisions, if any, CH shall have sixty (60) days to revise the Training Program accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the Training Program.

4. Within sixty (60) days after receiving HHS's final approval of the Training Program and at least every 12 months thereafter, CH shall provide training to all appropriate workforce members who have access to PHI within thirty (30) days of their beginning of service and in accordance with CH's applicable administrative procedures for training.

5. After providing the training required by section V.G.4, CH shall provide annual retraining on CH's HIPAA policies and procedures to all appropriate workforce members for the duration of the Compliance Term of this CAP.

6. Each workforce member who is required to attend training shall certify, in electronic or written form, that he or she has received the training. The training certification shall specify the date training was received. All training materials shall be retained in compliance with Section VII of this CAP.

#### H. Reportable Events

1. During the Compliance Term, CH shall, upon learning that a workforce member failed to comply with its HIPAA policies and procedures or the Privacy, Security or Breach Notification Rules (HIPAA Rules), promptly investigate the matter. If CH determines, after review and investigation, that a workforce member has failed to comply with its policies and procedures or the HIPAA Rules, CH shall immediately report the event to HHS. Such violations shall be known as Reportable Events. The report to HHS shall include the following:

a. A complete description of the event, including the relevant facts, the persons involved, and the applicable provision(s) of CH's Privacy, Security and Breach Notification policies and procedures implicated; and

b. A description of the actions taken and any further steps CH plans to take to address the matter to mitigate any harm, and to prevent it from recurring, including application of any appropriate sanctions against workforce members

who failed to comply with its HIPAA policies and procedures or the HIPAA Rules.

2. If no Reportable Events occur during the Compliance term, CH shall so inform HHS in the Annual Report as specified in Section VI below.

## **VI. Implementation Report and Annual Reports**

A. Implementation Report. Within one hundred and twenty (120) days after receiving HHS's approval of the Training Program consistent with Section V above, CH shall submit a written report with the documentation described below to HHS summarizing the status of its implementation of this CAP for review and approval. The report, known as the "Implementation Report" shall include:

1. An attestation signed by an owner or officer of CH attesting that the policies and procedures required by Section V of this CAP: (a) have been adopted; (b) are being implemented; and (c) have been distributed to all appropriate workforce members;
2. A copy of all training materials used for the training required by this CAP, a description of the training, including a summary of the topics covered, the length of the session(s) and a schedule of when the training session(s) were held;
3. An attestation signed by an owner or officer of CH attesting that all members of the workforce who have access to PHI have completed the training required by Section V.G.4 and have executed the training certifications required by Section V.G.6;
4. An attestation signed by an owner or officer of CH listing all CH locations (including mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, and attesting that each location has complied with the obligations of this CAP; and
5. An attestation signed by an owner or officer of CH stating that he or she has reviewed the Implementation Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

B. Annual Reports. The one (1) year period beginning on the Effective Date and each subsequent one (1) year period during the course of the period of compliance obligations shall be referred to as "the Reporting Periods." CH also shall submit to HHS Annual Reports with respect to the status of and findings regarding CH's compliance with this CAP for each of the three (3) Reporting Periods. CH shall submit each Annual Report to HHS no later than sixty (60) days after the end of each corresponding Reporting Period. The Annual Report shall include:

1. A schedule, and copies of the training materials for the training programs attended in accordance with this CAP during the Reporting Period that is the subject of the report;
2. An attestation signed by an owner or officer of CH attesting that it is obtaining and maintaining written training certifications from all persons that require

training that they received training pursuant to the requirements set forth in this CAP during the Reporting Period that is the subject of the report;

3. A summary of Reportable Events (defined in Section V.H.1) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

4. An attestation signed by an owner or officer of CH attesting that he or she has reviewed the Annual Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

## **VII. Document Retention**

CH shall maintain for inspection and copying, and shall provide to HHS upon request, all documents and records relating to compliance with this CAP for six (6) years from the Effective Date.

## **VIII. Breach Provisions**

CH is expected to fully and timely comply with all provisions contained in this CAP.

### **A. Timely Written Requests for Extensions**

CH may, in advance of any due date set forth in this CAP, submit a timely written request for an extension of time to perform any act required by this CAP. A “timely written request” is defined as a request in writing received by HHS at least five days prior to the date such an act is required or due to be performed. This requirement may be waived by OCR only.

B. Notice of Breach of this CAP and Intent to Impose Civil Monetary Penalty. The parties agree that a material breach of this CAP by CH constitutes a breach of the Agreement. Upon a determination by HHS that CH has materially breached this CAP, HHS may notify CH of: (1) CH’s breach; and (2) HHS’s intent to impose a CMP pursuant to 45 C.F.R. Part 160, or other remedies for the Covered Conduct set forth in paragraph I.2 of the Agreement and any other conduct that constitutes a violation of the HIPAA Privacy, Security, or Breach Notification Rules (“Notice of Breach and Intent to Impose CMP”).

C. CH’s Response. CH shall have thirty (30) days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS’s satisfaction that:

1. CH is in compliance with the obligations of the CAP that HHS cited as the basis for the breach;
2. The alleged breach has been cured; or
3. The alleged breach cannot be cured within the thirty (30) day period, but that: (a) CH has begun to take action to cure the breach; (b) CH is pursuing such action with due diligence; and (c) CH has provided to HHS a reasonable timetable

for curing the breach.

D. Imposition of CMP. If at the conclusion of the thirty (30) day period, CH fails to meet the requirements of Section VIII.C. of this CAP to HHS's satisfaction, HHS may proceed with the imposition of a CMP against CH pursuant to 45 C.F.R. Part 160 for any violations of the Covered Conduct set forth in paragraph I.2 of the Agreement and for any other act or failure to act that constitutes a violation of the HIPAA Rules. HHS shall notify CH in writing of its determination to proceed with the imposition of a CMP pursuant to 45 C.F.R. Part 160.

**For Cottage Health**

\_\_\_\_\_/s/\_\_\_\_\_  
Kevin Nelson  
Chief Compliance Officer

\_\_\_\_\_/12/11/2018\_\_\_\_\_  
Date

**For United States Department of Health and Human Services**

\_\_\_\_\_/s/\_\_\_\_\_  
Michael Leoz  
Regional Manager  
Office for Civil Rights  
Pacific Region

\_\_\_\_\_/12/12/2018\_\_\_\_\_  
Date