

RESOLUTION AGREEMENT

I. Recitals

1. **Parties.** The Parties to this Resolution Agreement (“Agreement”) are the United States Department of Health and Human Services, Office for Civil Rights and Centers for Medicare & Medicaid Services (hereafter collectively referred to as “HHS”), and Providence Health & Services (“PH&S”), a Washington non-profit corporation; Providence Health System – Oregon (“PHS-Oregon”), an Oregon non-profit corporation; and Providence Hospice and Home Care (“PHHC”), a Washington non-profit corporation. PH&S, PHS-Oregon, and PHHC are collectively referred to in this Agreement as the “Covered Entities.”

2. Factual Background and Covered Incidents.

A. Authority of HHS

HHS 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”) and 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”). HHS has the authority to conduct investigations of complaints alleging violations of the Privacy and Security Rules by covered entities, and a covered entity must cooperate with HHS’ investigation. 45 C.F.R. §160.306(c) and §160.310(b).

B. Covered Incidents

The following incidents are hereafter referred to as the “Covered Incidents”:

(1) On or about December 30, 2005, electronic protected health information (“ePHI”) on four backup tapes and two optical disks were left unattended overnight in the personal vehicle of an employee of one of the Covered Entities and were stolen. The employee took the disks and tapes from Providence Home and Community Services (“HCS”), a division of PHS-Oregon, pursuant to a practice followed at the time by HCS Information Staff with the knowledge of some HCS managers. The ePHI on the tapes and disks was not encrypted.

(2) On the following dates, laptops containing ePHI were left unattended and were stolen from members of the workforces of Covered Entities:

- (a) September 29, 2005
- (b) December 7, 2005
- (c) February 27, 2006
- (d) March 3, 2006

The ePHI on the stolen laptops was not encrypted.

3. No Admission. This Agreement is not an admission of liability by Covered Entities.

4. No Concession. This Agreement is not a concession by HHS that Covered Entities are not in violation of the Privacy and Security Rules and not liable for civil money penalties.

5. Intention of Parties to Effect Resolution. This Agreement is intended to resolve the complaints that were consolidated under Office for Civil Rights Complaint Nos. 06-47465 and 06-52268, Centers for Medicare & Medicaid Services Complaint Nos. 06-SEC00917 and 06-SEC00886, and any violations of the HIPAA Privacy and Security Rules related to the Covered Incidents. 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. Covered Entities agree to pay HHS the amount of \$100,000 ("Resolution Amount"). Covered Entities agree to pay the Resolution Amount: (1) by certified check made payable to "United States Department of Health and Human Services"; or (2) by electronic funds transfer pursuant to written instructions to be provided by HHS. Covered Entities agree to make this payment contemporaneously with their execution of this Agreement.

7. Corrective Action Plan. Covered Entities have entered into and agree to comply with the Corrective Action Plan ("CAP"), attached as Appendix A, which is incorporated into this Agreement by reference. If any or all of Covered Entities breach the CAP, and fail to cure the breach as set forth in the CAP, then Covered Entities will be in breach of this Agreement and HHS will not be subject to the terms and conditions in the Release set forth in paragraph 8 of this Agreement.

8. Release by HHS. In consideration and conditioned upon Covered Entities' performance of their obligations under this Agreement, HHS releases Covered Entities from any actions it has or may have against Covered Entities under the Privacy and Security Rules arising out of or related to the Covered Incidents identified in paragraph "2" above. HHS does not release Covered Entities from, nor waive any rights, obligations, or causes of action other than those related to the Covered Incidents 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.

9. Agreement by Released Parties. Covered Entities shall not contest the validity of their obligations to pay, nor the amount of, the Resolution Amount or any other obligations agreed to under this Agreement. Covered Entities waive all procedural rights granted under: Section 1128A of the Social Security Act (42 U.S.C. § 1320a- 7a) and

Subpart E of 45 C.F.R. Part 160; and 45 C.F.R. Part 30, including, but not limited to, notice, hearing, and appeal with respect to the Resolution Amount.

10. Binding on Successors. This Agreement is binding on Covered Entities and their successors, heirs, transferees, and assigns.

11. 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.

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

13. 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 must be set forth in writing and signed by all Parties.

14. Execution of Agreement and Effective Date. The Agreement shall become effective (i.e., final and binding) upon the date of signing of both this Agreement and the CAP by the last signatory ("Effective Date").


15. Tolling of Statute of Limitations. Pursuant to 42 U.S.C. § 1320a-7a(c)(1), a civil money penalty must be imposed within six 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, Covered Entities agree that the time between the Effective Date of this Resolution Agreement (as set forth in paragraph 14) and the date same may be terminated by reason of Covered Entities' 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. Covered Entities waive and will not plead any statute of limitations, laches, or similar defenses to any administrative action relating to the Covered Incidents identified in paragraph 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 Resolution Agreement.

16. Disclosure. HHS places no restriction on the publication of the Agreement. This Agreement and information related to this Agreement may be made public by either party. In addition, HHS may be required to disclose this Agreement and related material 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 Covered Entities represent and warrant that they are authorized by Covered Entities to execute this Agreement on their behalf. 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 Entities



John Koster, M.D., Providence Health & Services

7/15/08
Date

For Department of Health and Human Services



Tony Trenkle, Centers for Medicare & Medicaid Services

7-10-08
Date



Linda Yuu Connor, Office for Civil Rights

July 11, 2008
Date

Appendix A

CORRECTIVE ACTION PLAN

I. PREAMBLE

Providence Health & Services (“PH&S”), a Washington non-profit corporation; Providence Health System – Oregon (“PHS-Oregon”), an Oregon non-profit corporation, and Providence Hospice and Home Care (“PHHC”), a Washington non-profit corporation, enter into this Corrective Action Plan (“CAP”) with the United States Department of Health and Human Services, Office for Civil Rights and Centers for Medicare & Medicaid Services (collectively referred to in this CAP as “HHS”). PH&S, PHS-Oregon, and PHHC are collectively referred to in this CAP as the “Covered Entities.” Contemporaneously with this CAP, Covered Entities are entering into a Resolution Agreement (“Agreement”) with HHS. This CAP is incorporated by reference into the Agreement as Appendix A. Covered Entities enter into this CAP as part of the consideration for the release set forth in paragraph 8 of the Resolution Agreement.

II. DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this CAP:

“Electronic media” shall mean electronic storage media, including memory devices in computers (hard drives) and any removable/transportable digital memory medium such as magnetic tape or disks, optical disks or digital memory cards or recordable media such as CDs, DVD, and floppies.

“Portable devices” shall mean portable and/or mobile devices and external hardware that contain, store, or are used to access electronic protected health information (“ePHI”).

III. CONTACT PERSONS AND SUBMISSIONS

A. Contact Persons

Covered Entities have identified the following individuals as their authorized representatives and contact persons regarding the implementation of this CAP and for receipt and submission of notifications and reports:

Randy Gainer
Davis Wright Tremaine LLP
1201 Third Ave, Suite 2200
Seattle, WA 98101-3045
randygainer@dwt.com

(206) 757-8047
(206) 757-7047 (fax)

Jeffrey W. Rogers, General Counsel
Providence Health & Services
Until November 17, 2008:
506 Second Ave., Suite 1200
Seattle, WA 98104-2329
Effective November 17, 2008:
1801 Lind Avenue SW
Renton, WA 98057
jeff.rogers@providence.org
(206) 464-3353
(206) 464-5034 (fax)

Eric Cowperthwaite, Chief Information Security Officer
Providence Health & Services
Until November 17, 2008:
506 Second Ave., Suite 1200
Seattle, WA 98104-2329
Effective November 17, 2008:
1801 Lind Avenue SW
Renton, WA 98057
Eric.Cowperthwaite@providence.org
(206) 464-4666
(206) 409-4036 (fax)

HHS has identified the following individuals as its authorized representatives and contact persons with whom Covered Entities are to report information regarding the implementation of this CAP:

Michael Jensen, EOS
Office for Civil Rights, Region X
Department of Health and Human Services
2201 Sixth Avenue, Mail Stop RX-11
Seattle, WA 98121-1831
michael.jensen@hhs.gov
Telephone: 206-615-2588
Facsimile: 206-615-2297

Michael Phillips, MBA
Centers for Medicare & Medicaid Services
Department of Health and Human Services
Mailstop: S2-26-17
7500 Security Boulevard
Baltimore, MD 21244
Telephone: 410-786-6713

Facsimile: 410-786-1347

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

B. Proof of Submissions. Unless otherwise specified, all notifications and reports required by this CAP may be made by any means, including 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.

IV. TERM OF CAP

The period of compliance obligations assumed by Covered Entities under this CAP shall be three (3) years from the effective date of this CAP ("Effective Date"), except that after this period Covered Entities shall be obligated: (a) to submit the Annual Report for the final Reporting Period, as set forth in section VII.B.; and (b) to comply with the document retention requirement set forth in section VIII. The Effective Date for this CAP shall be calculated in accordance with paragraph 14 of the Resolution Agreement.

V. TIME

In computing any period of time prescribed or allowed by this CAP, 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 that is not one of the aforementioned days.

Any reference to "quarterly" shall require that the party act at least once every three months.

VI. CORRECTIVE ACTION OBLIGATIONS

Covered Entities agrees to the following:

A. Policies and Procedures

1. Covered Entities shall provide copies to HHS of written policies and procedures ("Policies and Procedures") that: (a) address the requirements stated in section VI.C.; and (b) are consistent with 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") and 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"). Policies and Procedures required under this CAP are in addition to, and may be incorporated into, any other policies and procedures required by the Privacy and Security Rules.

2. Covered Entities shall provide the Policies and Procedures, consistent with paragraph 1 above, to HHS within 90 days of the Effective Date for review and approval. Upon receiving any recommended changes to the Policies and Procedures from HHS, Covered Entities shall have 60 days to revise the Policies and Procedures accordingly, and provide the revised Policies and Procedures to HHS for review and approval, which shall not be unreasonably withheld.

3. Within 60 days of Covered Entities' receipt of HHS's approval as described in section VI.A.2, Covered Entities shall provide evidence that they have implemented the Policies and Procedures. Such evidence may include documentation that the Covered Entities implemented the Policies and Procedures prior to the Effective Date, if the approved Policies and Procedures do not materially differ from the policies and procedures that were previously implemented. PHS-Oregon is not required under this CAP to implement the Policies and Procedures with respect to divisions other than HCS.

B. Distribution and Updating of Policies and Procedures

1. Within 30 days of HHS's approval of the Policies and Procedures identified in section VI.A., Covered Entities shall provide evidence that they have distributed the Policies and Procedures to all members of the HCS and PHHC workforce, and to all members of the workforce of PH&S who have access to the ePHI of HCS or PHHC. Such evidence may include documentation that the Covered Entities distributed the Policies and Procedures prior to the Effective Date, if the approved Policies and Procedures do not materially differ from the policies and procedures that were previously distributed. Covered Entities shall distribute the Policies and Procedures to new members of the HCS and PHHC workforce, and to new members of the workforce of PH&S who have access to the ePHI of HCS or PHHC, within 30 days of the workforce members beginning their service.

2. Covered Entities shall require a signed written or electronic compliance certification from each member of the workforce that receives the Policies and Procedures pursuant to section VI.B.1. Such compliance certification shall include a statement that the workforce member has read, understands, and shall abide by the Policies and Procedures.

3. Covered Entities shall assess, update, and revise, as necessary, the Policies and Procedures at least annually (and more frequently if appropriate). Covered Entities shall provide such revised Policies and Procedures to HHS for review and approval. Within 30 days of the effective date of any approved substantive revisions, Covered Entities shall distribute such revised Policies and Procedures to all members of the HCS and PHHC workforce, and to all members of the PH&S workforce who have access to the ePHI of HCS or PHHC, and shall require new compliance certifications.

C. Minimum Content of the Policies and Procedures

The Policies and Procedures shall include:

1. The conduct of a risk assessment of potential risks and vulnerabilities to confidentiality, integrity and availability of ePHI when it is created, received, maintained, used or transmitted off-site;
2. The conduct of a risk management plan that implements security measures sufficient to reduce risks and vulnerabilities identified by the risk assessment to a reasonable and appropriate level;
3. Physical safeguards governing the off-site storage of backup electronic media containing ePHI;
4. Physical safeguards governing the off-site transport of backup electronic media containing ePHI;
5. Physical safeguards governing the physical security of portable devices containing ePHI;
6. Technical safeguards governing encryption of backup electronic media containing ePHI;
7. Technical safeguards governing encryption of portable devices containing ePHI;
8. Other technical safeguards governing backup electronic media containing ePHI (*e.g.*, password protection);
9. Other technical safeguards governing portable devices containing ePHI (*e.g.*, password protection);
10. If Covered Entities determine that a member of the HCS and PHHC workforce, or a member of the PH&S workforce who has access to the ePHI of HCS or PHHC, has violated these Policies and Procedures, Covered Entities shall notify HHS in writing within 30 days. Such violations shall be known as Reportable Events. The report to HHS shall include the following information:
 - a. A complete description of the event, including the relevant facts, the person(s) involved, and the provision(s) of the Policies and Procedures implicated;
 - b. A description of Covered Entities' actions taken to mitigate any harm and any further steps Covered Entities plan to take to address the matter and prevent it from recurring.

D. Training

1. Within 90 days after receiving HHS's approval of the Policies and Procedures required by section VI.A.1., Covered Entities shall provide evidence that they have provided training on the Policies and Procedures to all members of the HCS and

PHHC workforce, and to all members of the PH&S workforce who have access to the ePHI of HCS or PHHC. Such evidence may include documentation that the Covered Entities provided such training prior to the Effective Date, if the approved Policies and Procedures do not materially differ from the policies and procedures that were the subject of the prior training. Covered Entities shall provide such training to new members of the HCS and PHHC workforce, and new members of the PH&S workforce who have access to the ePHI of HCS or PHHC, within 30 days of the workforce members beginning their service.

2. Each individual who is required to attend training shall certify, in writing or in electronic form, that the individual has received the required training. The training certification shall specify the date training was completed. All course materials shall be retained in compliance with section VIII.

3. Covered Entities shall review the training annually, and update the training to reflect any new changes in federal law or HHS guidance, or any issue(s) discovered during audits or reviews.

4. Covered Entities shall not involve any member of the HCS and PHHC workforce, or any member of the PH&S workforce who has access to the ePHI of HCS or PHHC, in:

- (a) the off-site storage or transport of backup electronic media containing ePHI; or
- (b) the transport of portable devices containing ePHI

if that workforce member has not executed the specified training certification required by section VI.D.2.

E. Monitoring

1. Purpose of Monitor Reviews. Monitor Reviews shall be conducted by PH&S, under the direction of the PH&S Chief Information Security Officer (“CISO”), and shall seek to validate that:

- a. All members of the HCS and PHHC workforce are familiar with the Policies and Procedures;
- b. All members of the HCS and PHHC workforce are complying with the Policies and Procedures;
- c. All backup electronic media related to HCS and PHHC containing ePHI are created and secured in compliance with the Policies and Procedures; and
- d. All portable devices, regardless of type (e.g., laptop, Blackberry, personal digital assistant, etc.) or ownership, that contain ePHI and are

under the control of members of the HCS and PHHC workforce, satisfy all applicable requirements of the Policies and Procedures.

2. Description of Monitor Reviews. Monitor Reviews will include, but not be limited to:

- a. Unannounced site visits to HCS and PHHC facilities;
- b. Interviews with a random sample of members of the HCS and PHHC workforce who use portable devices;
- c. Interviews with members of the HCS and PHHC workforce involved in the supervision, use, retention, or destruction of, backup electronic media; and
- d. Inspection of a random sample of portable devices that contain ePHI and are under the control of members of the HCS and PHHC workforce to ensure that such devices satisfy all applicable requirements of the Policies and Procedures.

3. Frequency of Monitor Reviews. Upon the implementation of the Policies and Procedures, PH&S shall conduct Monitor Reviews on a quarterly basis during the term of this CAP.

4. Recommendations by Monitor. Based on the Monitor Reviews, PH&S shall:

- a. Identify any risks to the confidentiality, integrity, and availability of ePHI residing on backup electronic media or portable devices;
- b. Develop recommendations to reduce such risks or vulnerabilities to a reasonable and appropriate level; and
- c. Ensure that Covered Entities implement such risk managements steps.

The requirements to identify and manage risks identified in this subsection are in addition to, and do not replace, the procedures governing Reportable Events in section VI.C.10. PH&S may implement the above risk management steps by incorporating such steps into a risk management plan that is implemented pursuant to 45 C.F.R. § 164.308(a)(ii)(B).

5. Documentation of Monitor Reviews. The results of Monitor Reviews shall be fully documented, including, but not limited to:

- a. Dates of unannounced site visits;
- b. Summaries of results of interviews;
- c. Summaries of inspections of portable devices;

- d. Descriptions of any risks identified pursuant to VI.E.4.a.; and
- e. Any recommendations to reduce such risks, as required by VI.E.4.b.

Reports containing the above documentation shall be submitted as part of the Annual Reports described in section VII.B. Any Reportable Event that is discovered during a Monitor Review shall be reported in accordance with section VI.C.10.

6. Access to Monitor Records. In addition to the reports described in section VI.E.5., HHS shall have access to all notes, workpapers, and other records created during the Monitor Reviews. Such information shall be submitted to HHS, upon request, within 30 days of such request.

VII. IMPLEMENTATION REPORT AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after receiving HHS's approval of the Policies and Procedures required by section VI.A.1., PH&S's CISO shall submit a written report to HHS summarizing the status of Covered Entities' implementation of the requirements of this CAP. This report, known as the "Implementation Report," shall include:

1. An attestation signed by PH&S's CISO attesting that the Policies and Procedures are being implemented, have been distributed to all members of the HCS and PHHC workforce and all members of the PH&S workforce who have access to the ePHI of HCS or PHHC, and that Covered Entities have obtained all of the compliance certifications required by sections VI.B.2. and VI.B.3.;
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 PH&S's CISO attesting that all members of the HCS and PHHC workforce, and all members of the PH&S workforce who have access to the ePHI of HCS or PHHC, have completed the training required by section VI.D. and have executed the training certifications required by section VI.D.2.;
4. An attestation signed by PH&S's CISO listing all HCS and PHHC locations (including mailing addresses), the name under which each location is doing business, the corresponding phone numbers and fax numbers, and attesting that each location is in compliance with the obligations of this CAP; and
5. An attestation signed by PH&S's CISO 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-year period after the Effective Date and each subsequent one-year period during the course of the period of compliance obligations

shall be known as “the Reporting Periods.” PH&S’s CISO shall submit Annual Reports to HHS that reflect Covered Entities’ status in complying with this CAP for each of the three (3) Reporting Periods. PH&S’s CISO shall submit each Annual Report to HHS no later than 60 days after the end of each corresponding Reporting Period. The Annual Report shall include:

1. A copy of the schedule, topic outline, and materials for the training programs provided during the Reporting Period that is the subject of the report;
2. An attestation signed by PH&S’s CISO attesting that Covered Entities obtain and maintain written or electronic training certifications from all persons that must attend training, and that such training complies with the requirements established under this CAP;
3. A summary of Reportable Events (defined in section VI.C.10.) that occurred during the Reporting Period and the status of any corrective and preventative action(s) relating to all such Reportable Events;
4. A copy of reports generated by Monitor Reviews pursuant to section VI.E.5.; and
5. An attestation signed by PH&S’s CISO 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.

VIII. DOCUMENT RETENTION

Covered Entities shall maintain for inspection and copying all documents and records relating to compliance with this CAP for six (6) years.

IX. BREACH PROVISIONS

Covered Entities are expected to fully and timely comply with all provisions contained in this CAP.

A. Timely Written Requests for Extensions

Covered Entities 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 business days prior to the date such an act is required to be performed.

B. Notice of Breach The parties agree that a breach of this CAP by Covered Entities constitutes a breach of the Resolution Agreement. Upon a determination by HHS that Covered Entities have breached this CAP, HHS may notify Covered Entities

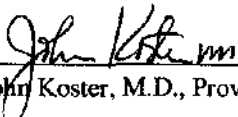
of Covered Entities' breach thereof (this notification is hereinafter referred to as the "Notice of Breach").

C. Covered Entities' Response. Covered Entities shall have 30 days from the date of receipt of the Notice of Breach to demonstrate to HHS's satisfaction that:

1. Covered Entities are in compliance with the obligations of the CAP cited by HHS as the basis for the breach; or
2. the alleged breach has been cured; or
3. the alleged breach cannot be cured within the 30-day period, but that: (i) Covered Entities have begun to take action to cure the breach; (ii) Covered Entities are pursuing such action with due diligence; and (iii) Covered Entities have provided to HHS a reasonable timetable for curing the breach.

D. Imposition of CMP. If at the conclusion of the 30-day period, Covered Entities fail to meet the requirements of section IX.C. to HHS's satisfaction, HHS may proceed to impose a civil money penalty ("CMP") pursuant to 45 C.F.R. Part 160 for any violations of the Privacy and Security Rules related to the Covered Incidents set forth in paragraph 2 of the Resolution Agreement and for any other act or failure to act that constitutes a violation of the Privacy or Security Rules. HHS shall notify Covered Entities in writing of its determination to proceed with the imposition of a CMP. HHS and Covered Entities will retain all of the rights and obligations specified under 45 C.F.R. Part 160, Subparts C through E with respect to any determination by HHS that the Covered Entities have violated the HIPAA Rules and with respect to the imposition of a CMP under this paragraph.

For Covered Entities


 John Koster, M.D., Providence Health & Services

7/15/08
 Date

For Department of Health and Human Services


 Tony Trenkle, Centers for Medicare & Medicaid Services

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