

## 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. MAPFRE Life Insurance Company of Puerto Rico (MAPFRE Life), which is a covered entity, as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules. MAPFRE Life is a corporate entity domiciled in Puerto Rico and authorized and licensed to do business as an insurance carrier in Puerto Rico and the United States Virgin Islands. MAPFRE Life underwrites life and disability insurance and group health insurance plans. HHS and MAPFRE Life shall together be referred to herein as the “Parties.”

2. Factual Background and Covered Conduct. On September 29, 2011, MAPFRE Life reported that on August 5, 2011 a USB data storage device (described as a “pen drive”) containing the protected health information (PHI) of 2,209 individuals was stolen from its IT department where it was left overnight. Following receipt of the aforementioned report, HHS initiated an investigation of MAPFRE Life to ascertain the entity’s compliance with the HIPAA Rules. HHS’s investigation indicated that the following conduct occurred (“Covered Conduct”):

- a. MAPFRE Life impermissibly disclosed the ePHI of 2,209 beneficiaries as a result of the aforementioned breach incident. *See* Uses and Disclosures - 45 C.F.R. §164.502(a).
- b. MAPFRE Life failed to 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 the covered entity and implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level. *See* Security Management Process - 45 C.F.R. § 164.308(a)(1)(i).

- c. MAPFRE Life failed to implement a security awareness and training program for all members of its Workforce. *See Security Awareness and Training - 45 C.F.R. §164.308(a)(5)(i).*
- d. MAPFRE Life failed to implement a mechanism to encrypt electronic protected health information. *See Encryption - 45 C.F.R. §164.312(a)(2)(iv).*
- e. MAPFRE Life failed to implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements to safeguard ePHI. *See Security Rule Policies and Procedures - 45 C.F.R. §164.316(a).*

3. **No Admission.** This Agreement is not an admission, concession, or evidence of liability by MAPFRE Life or of any fact or any violation of any law, rule, or regulation, including any violation of the HIPAA Rules. This Agreement is made without trial or adjudication of any alleged issue of fact or law and without any finding of liability of any kind, and MAPFRE Life's agreement to undertake any obligation under this Agreement shall not be construed as an admission of any kind.

4. **No Concession.** This Agreement is not a concession by HHS that MAPFRE Life is not in violation of the HIPAA Rules and not liable for civil money penalties.

5. **Intention of Parties to Effect Resolution.** This Agreement is intended to resolve OCR Transaction Number: 11-132866 and any 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 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 MAPFRE Life has agreed to pay HHS, the amount of \$2,204,182.00 ("Resolution Amount"). MAPFRE Life agrees to pay the Resolution Amount on the Effective Date of this Agreement as defined in paragraph II.14 by automated clearing house transaction pursuant to written instructions to be provided by HHS.

7. **Corrective Action Plan.** MAPFRE Life 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 MAPFRE Life breaches the CAP, and fails to cure the breach as set forth in the CAP, then MAPFRE Life will be in breach of this Agreement and HHS will not be subject to the Release set forth in paragraph II.8 of this Agreement.

8. **Release by HHS.** In consideration of and conditioned upon MAPFRE Life's performance of its obligations under this Agreement, HHS releases MAPFRE Life from any actions it may have against MAPFRE Life 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 MAPFRE Life 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.

9. Agreement by Released Parties. MAPFRE Life 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. MAPFRE Life 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.

10. Binding on Successors. This Agreement is binding on MAPFRE Life and its 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, and by this instrument the Parties do not release any claims against or by 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 shall 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 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 ("CMP") 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, MAPFRE Life agrees that the time between the Effective Date of this Agreement and the date the Agreement may be terminated by reason of MAPFRE Life'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. MAPFRE Life 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 MAPFRE Life represent and warrant that they are authorized by MAPFRE Life 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**

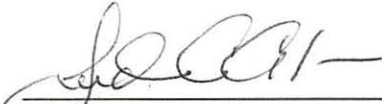
  
\_\_\_\_\_  
Joaquín A. Castrillo  
President & Chief Executive Officer

01/09/17  
\_\_\_\_\_  
Date

MAPFRE Life Insurance Company  
of Puerto Rico

C: Alexis Sanchez  
Executive Vice President & COO  
asanchez@mapfrepr.com

**For Department of Health and Human Services**

  
\_\_\_\_\_  
Linda C. Colón  
Regional Manager  
Eastern and Caribbean Region  
Office for Civil Rights

1/11/17  
\_\_\_\_\_  
Date

**Appendix A**  
**CORRECTIVE ACTION PLAN**  
**BETWEEN THE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**MAPFRE LIFE INSURANCE COMPANY OF PUERTO RICO**

**I. Preamble**

MAPFRE Life Insurance Company of Puerto Rico (hereinafter known as "MAPFRE Life") 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, MAPFRE Life is entering into a Resolution Agreement ("Agreement") with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. MAPFRE Life enters into this CAP as part of consideration for the release set forth in paragraph II.8 of the Agreement.

**II. Contact Persons and Submissions**

**A. Contact Persons**

MAPFRE Life 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:

Hilda M. Surillo, Esq  
Senior Vice President, General Counsel, Corporate Secretary  
MAPFRE Life Insurance Company of Puerto Rico  
Edificio MAPFRE  
Tres Monjitas  
297 Ave. Carlos Chardon  
San Juan, Puerto Rico 00918-1410  
hsurillo@mapfrepr.com  
Voice Phone: (787) 250-5139

Copy: Alexis Sanchez  
Executive Vice President & COO  
asanchez@mapfrepr.com

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

Linda C. Colón, Regional Manager  
Eastern and Caribbean Region  
Office for Civil Rights  
U.S. Department of Health and Human Services  
26 Federal Plaza, Suite 3312  
New York, New York 10278  
Voice Phone (212) 264-4136  
Fax: (212) 264-3039

MAPFRE Life 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 addressed to the Contact Persons indicated herein above, by any means, including certified mail, overnight mail, either in physical or electronic form, electronic mail return receipt requested, 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.14 of the Agreement ("Effective Date"). The period for compliance ("Compliance Term") with the obligations assumed by MAPFRE Life 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 MAPFRE Life under section VIII hereof of its determination that MAPFRE Life breached this CAP. In the event of such a notification by HHS under section VIII hereof, the Compliance Term shall not end until HHS notifies MAPFRE Life that it has determined that the breach has been cured. After the Compliance Term ends, MAPFRE Life shall still be obligated to submit the final Annual Report as required by section VI and comply with the document retention requirement in section VII.

### 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

MAPFRE Life agrees to the following:

#### A. Conduct a Risk Analysis and Implement a Risk Management Plan

1. Within two hundred –twenty (220) calendar days of the Effective Date, MAPFRE Life shall conduct and complete an accurate, thorough, enterprise-wide risk analysis of ePHI security risks and vulnerabilities that incorporates all electronic equipment, data systems, programs and applications controlled, administered, owned, or shared by MAPFRE Life and its Workforce (which term means employees, independent contractors and consultants that have access to ePHI and that are not Business Associates or covered entities and any other individual as defined by 45 CFR §160.103) that contain, store, transmit or receive MAPFRE Life ePHI. As part of this process, and to the extent not already completed, MAPFRE Life shall develop a complete inventory of all electronic equipment, including portable media devices, data systems, and applications that contain or store ePHI which will then be incorporated in its Risk Analysis. Upon completion, MAPFRE Life shall submit the risk analysis to HHS. HHS shall approve or disapprove, the Risk Analysis consistent with Section V.A.2, below.

2. Within sixty (60) calendar days of its receipt of MAPFRE Life's risk analysis, HHS will inform MAPFRE Life in writing as to whether HHS approves or disapproves of the risk analysis. If HHS disapproves of the risk analysis, HHS shall provide MAPFRE Life with a written explanation of the basis for its disapproval, including comments and recommendations that MAPFRE Life can use to prepare a revised risk analysis. Upon receiving written notice of disapproval by HHS, and a description of any required changes to the risk analysis, MAPFRE Life shall have sixty (60) calendar days in which to revise its risk analysis accordingly, and then submit the revised risk analysis to HHS for review and approval or disapproval. In the event that HHS does not approve the revised risk analysis, the process and associated time-frames set forth above shall continue until HHS approves the risk analysis.

3. Within ninety (90) calendar days of receiving HHS' final approval of the risk analysis, MAPFRE Life shall develop a MAPFRE Life risk management plan to address and mitigate any security risks and vulnerabilities identified in its risk analysis ("Risk Management Plan" or the "Plan"). The Plan shall include a process and timeline for implementation, evaluation, and revision. The Plan shall be forwarded to HHS for its review consistent with paragraph V.A.4 of this Section.

4. HHS shall review and, if necessary, recommend changes to the aforementioned Risk Management Plan. Upon receiving HHS' recommended changes, MAPFRE Life shall have sixty (60) calendar days to provide a revised Plan. This process shall continue until HHS provides final written approval of the Risk Management Plan. MAPFRE Life shall begin implementation of the Plan and distribute to its Workforce involved with the implementation of the Plan within ninety (90) calendar days of HHS' approval.

5. MAPFRE Life shall annually conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of e-PHI held by MAPFRE Life, and document the security measures MAPFRE Life implemented or is implementing to sufficiently reduce the identified risks and vulnerabilities to a reasonable and appropriate level.

**B. Implement Process for Evaluating Environmental and Operational Changes.**

Within one hundred twenty (120) calendar days of the Effective Date, MAPFRE Life shall develop a process to evaluate any environmental or operational changes that affect the security of MAPFRE Life's ePHI. HHS shall review and recommend changes to the process. Upon receiving

HHS' recommended changes, MAPFRE Life shall have sixty (60) calendar days to provide a revised process to HHS for review and approval. MAPFRE Life shall implement its process, including distributing to Workforce members with responsibility for performing such evaluations within ninety (90) calendar days of HHS' approval.

#### C. Policies and Procedures

1. MAPFRE Life shall review and, to the extent necessary, revise, its current Privacy and Security Rules Policies and Procedures ("Policies and Procedures") based on the findings of the risk analysis and the remedial actions identified in the HHS-approved Risk Management Plan, as required by Section V.A above. MAPFRE Life's Policies and Procedures must comply with the HIPAA Rules. MAPFRE Life's Policies and Procedures shall include, but not be limited to, the minimum content set forth in Section V.E.

2. MAPFRE Life shall provide such policies and procedures, consistent with paragraph 1 above, to HHS within ninety (90) calendar days of receipt of HHS' approval of the risk analysis and Risk Management Plan required by paragraph V.A. above. Upon receiving any recommended changes to such policies and procedures from HHS, MAPFRE Life shall have thirty (30) calendar days to revise such policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval.

3. MAPFRE Life shall implement such policies and procedures within sixty (60) days of receipt of HHS' approval.

#### D. Distribution and Updating of Policies and Procedures

1. MAPFRE Life shall distribute the policies and procedures identified in section V.C. to all members of the Workforce that are provided access to ePHI, and as applicable, to its current Business Associates, within thirty (30) calendar days of HHS approval of such policies and Workforce and future Business Associates upon their beginning of service.

2. MAPFRE Life shall require, at the time of distribution of such policies and procedures, a signed written or electronic initial compliance certification from all members of the Workforce and all Business Associates that are provided access to ePHI, stating that the Workforce members and Business Associates have read, understand, and shall abide by such policies and procedures.

3. MAPFRE Life shall assess, update, and revise, as necessary, the policies and procedures at least annually. MAPFRE Life shall provide such revised policies and procedures to HHS for review and approval. Within thirty (30) calendar days of the effective date of any approved substantive revisions, MAPFRE Life shall distribute such revised policies and procedures to all members of its Workforce and Business Associates that are provided access to ePHI and shall require new compliance certifications.

4. MAPFRE Life shall not involve any member of its Workforce and Business Associate if that Workforce member or Business Associate has not signed or provided the written or electronic certification required by paragraphs 2 and 3 of this section.

#### E. Minimum Content of the Policies and Procedures



The Policies and Procedures shall include, but not be limited to the following Privacy and Security Rule Provisions:

1. Uses and Disclosures of PHI - 45 CFR § 164.502(a)
2. Training – 45 C.F.R. § 164.530(b)(1) and 164.308(a)(5)(i)
3. Security Management Process – 45 C.F.R. §164.308(a)(1)(ii)(A)-(B)
4. Device and Media Controls – 45 C.F.R. § 164.310(d)(1)
5. Security Rule Policies and Procedures – 45 C.F.R. §164.316(a)
6. Encryption and Decryption – 45 C.F.R. §164.312(a)(2)(iv)
7. Workstation Use – 45 C.F.R. §164.310(b)

F. Reportable Events.

During the Compliance Term, MAPFRE Life shall, upon receiving information that a Workforce member (or Business Associate) may have failed to comply with its Privacy, Security or Breach Notification Rule Policies and Procedures, promptly investigate this matter. If MAPFRE Life determines, after review and investigation, that such a member of its Workforce or Business Associate has failed to comply with these policies and procedures, MAPFRE Life shall notify in writing HHS within thirty (30) calendar days of reaching such determination. Such violations shall be known as Reportable Events. The report to HHS shall include the following information:

1. A complete description of the event, including the relevant facts, the persons involved, and the provision(s) of the policies and procedures implicated; and
2. A description of the actions taken and any further steps MAPFRE Life plans to take to address the matter to mitigate any harm, and to prevent it from recurring, including application of appropriate sanctions against Workforce members who failed to comply with its Privacy, Security, or Breach Notification Rule Policies and Procedures.

G. Training

1. MAPFRE Life shall provide HHS with training materials for all members of the Workforce, intended to be used for all Workforce members within sixty (60) calendar days of receipt of HHS' approval of the policies and procedures required by V.C. above.
2. Upon receiving notice from HHS specifying any required changes, MAPFRE Life shall make the required changes and provide revised training materials to HHS within thirty (30) calendar days.
3. Upon receiving approval from HHS, MAPFRE Life shall provide training using the approved training materials for all Workforce members within sixty (60) calendar days of HHS' approval and at least every twelve (12) months thereafter. MAPFRE Life shall also provide such

training to each Workforce member within thirty (30) calendar days of the commencement of such Workforce member's service.

4. 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 course materials shall be retained in compliance with section VII.

5. MAPFRE Life shall review the training at least annually, and, where appropriate, update the training to reflect changes in Federal law or HHS guidance, any issues discovered during audits or reviews, and any other relevant developments.

6. MAPFRE Life shall not provide access to ePHI to any Workforce member, if that Workforce member has not signed or provided the written or electronic certification required by paragraph V.G.4 within a reasonable period of time after completion of such training.

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

A. **Implementation Report.** Within one hundred and fifty (150) calendar days after the receipt of HHS' approval of the Policies and Procedures required by section V.C., MAPFRE Life shall submit a written report to HHS summarizing the status of its implementation of the requirements of this CAP. This report, known as the "Implementation Report," shall include:

1. An attestation signed by an owner or officer of MAPFRE Life attesting that the Policies and Procedures are being implemented, have been distributed to all Workforce members, and that MAPFRE Life has obtained all of the compliance certifications required by sections V.D.2. and V.D.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 an owner or officer of MAPFRE Life attesting that all Workforce members have completed the initial training required by this CAP and have executed the training certifications required by section V.D.2.;

4. An attestation signed by an owner or officer of MAPFRE Life listing all MAPFRE Life locations (including locations and mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, and attesting that each such location has complied with the obligations of this CAP; and

5. An attestation signed by an owner or officer of MAPFRE Life 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 beginning on the Effective Date and each subsequent one-year period during the course of the period of compliance obligations shall be referred to as "the Reporting Periods." MAPFRE Life also shall submit to HHS Annual Reports with respect to the status of and findings regarding MAPFRE Life's compliance with this CAP for

each of the three (3) year Reporting Periods. MAPFRE Life shall submit each Annual Report to HHS no later than sixty (60) calendar days after the end of each corresponding Reporting Period. The Annual Report shall include:

1. A schedule, topic outline, 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 MAPFRE Life attesting that it is obtaining and maintaining written or electronic training certifications from all persons that require training that they received training pursuant to the requirements set forth in this CAP;
3. A summary of Reportable Events (defined in section V.F) 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 MAPFRE Life 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**

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

## **VIII. Breach Provisions**

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

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

MAPFRE Life 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 (5) calendar days prior to the date such an act is required or due to be performed.

**B. Notice of Breach of this CAP and Intent to Impose Civil Monetary Penalty.** The parties agree that a breach of this CAP by MAPFRE Life constitutes a breach of the Agreement. Upon a determination by HHS that MAPFRE Life has breached this CAP, HHS may notify MAPFRE Life of: (1) MAPFRE Life’s breach; and (2) HHS’ intent to impose a civil money penalty (“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. MAPFRE Life's Response. MAPFRE Life shall have thirty (30) calendar days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS' satisfaction that:

1. MAPFRE Life 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) calendar day period, but that: (a) MAPFRE Life has begun to take action to cure the breach; (b) MAPFRE Life is pursuing such action with due diligence; and (c) MAPFRE Life has provided to HHS a reasonable timetable for curing the breach.

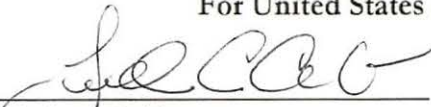
D. Imposition of CMP. If at the conclusion of the thirty (30) calendar day period, MAPFRE Life fails to meet the requirements of section VIII.C. of this CAP to HHS' satisfaction, HHS may proceed with the imposition of a CMP against MAPFRE Life pursuant to 45 C.F.R. Part 160 for any violations of the 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 MAPFRE Life in writing of its determination to proceed with the imposition of a CMP.

  
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Joaquín A. Castrillo  
President & Chief Executive Officer,  
MAPFRE Life Insurance Company  
of Puerto Rico

For MAPFRE LIFE

01/09/17  
Date

For United States Department of Health and Human Services

  
\_\_\_\_\_  
Linda C. Colón  
Regional Manager  
Eastern and Caribbean Region  
Office for Civil Rights

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