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. Aetna Life Insurance Company and the Covered Entities under its common ownership or control as of September 25, 2017 set forth in Appendix A, attached hereto and incorporated by reference, designated as a single Affiliated Covered Entity pursuant to 45 C.F.R. § 164.105(b) (hereinafter collectively referred to as "Aetna").

C. HHS and Aetna shall together be referred to herein as the "Parties."

2. Factual Background and Covered Conduct. HHS initiated investigations of Aetna on June 20, 2017, August 29, 2017, and November 8, 2017, respectively, pursuant to breach reports submitted by Aetna. The first breach report stated that, on April 27, 2017, Aetna discovered that two web services used to display plan-related documents to health plan members allowed documents to be accessible without login credentials and indexed by various internet search engines. The second breach report stated that, on July 28, 2017, benefit notices were mailed using window envelopes. Shortly after the mailing, Aetna began receiving calls and emails from members who had received the benefit notice complaining that the letter could be shifted within the envelope in a manner that allowed the words "HIV medication" to be seen through the envelope's window below the member's name and address. The third breach report stated that, on September 25, 2017, a research study mailing sent to Aetna plan members contained the name and logo of the research study in which they were participating, on the envelope. HHS' investigations found that the following conduct occurred ("Covered Conduct"):

A. Aetna failed to perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of protected health information (PHI) (*see 45 C.F.R. § 164.308(a)(8)*);
B. Aetna failed to implement procedures to verify that a person or entity seeking access to PHI is the one claimed *(see 45 C.F.R. § 164.312(d))*;

C. Aetna impermissibly disclosed the PHI of 18,489 individuals in total across three separate breaches *(see 45 C.F.R. § 164.502(a))*;
D. Aetna failed to limit the PHI disclosed to the amount reasonably necessary to accomplish the purpose of the use or disclosure *(see 45 C.F.R. § 164.514(d))*;
E. Aetna failed to have in place appropriate administrative, technical, and physical safeguards to protect the privacy of PHI *(see 45 C.F.R. § 164.530(c))*.

3. No Admission. This Agreement, or any of the assertions, allegations and findings contained herein, including, without limitation, paragraph 2 of this Agreement, is not an admission of liability by any Aetna entity or a waiver of any of Aetna's rights, defenses or remedies in any other proceeding. The Aetna entities expressly deny any violation of the HIPAA Rules, and any further wrongdoing. This Agreement is not intended for use by any third party in any other proceeding.

4. No Concession. This Agreement is not a concession by HHS that Aetna 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 Numbers 01-17-273984, 01-17-280794, and 01-18-287289 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 further investigation and formal proceedings, the Parties agree to resolve this matter according to the Recitals and the Terms and Conditions set forth below.

II. Terms and Conditions

6. Payment. HHS has agreed to accept, and Aetna has agreed to pay HHS, the amount of $1,000,000 ("Resolution Amount"). Aetna agrees to pay the Resolution Amount on the Effective Date of this Agreement as defined in paragraph II.14 pursuant to written instructions to be provided by HHS.

7. Corrective Action Plan. Aetna has entered into and agrees to comply with the Corrective Action Plan ("CAP"), attached as Appendix B, which is incorporated into this Agreement by reference. If Aetna breaches the CAP, and fails to cure the breach as set forth in the CAP, then Aetna 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 Aetna's performance of its obligations under this Agreement, HHS releases Aetna from any actions it may have against Aetna 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 Aetna 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. Aetna 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. Aetna 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 Aetna 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 (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, Aetna agrees that the time between the Effective Date of this Agreement and the date the Agreement may be terminated by reason of Aetna's uncured material 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. Aetna 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.

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 Aetna represent and warrant that they are authorized by Aetna 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 Aetna

_____/s/_____ _____9/30/2020___
Tracey Scraba Date
Vice President, Chief Privacy Officer
Aetna

For Department of Health and Human Services

_____/s/_____ ____10/1/2020_____
Susan M. Pezzullo Rhodes Date
Regional Manager, New England Region
Office for Civil Rights

Appendix A

The following entities, each of which meet the definition of "Covered Entity" under 45 C.F.R. § 160.103, and designated as a single Affiliated Covered Entity under to 45 C.F.R. § 164.105(b) (hereinafter collectively referred to as "Aetna"):

1. Aetna Better Health Inc. (CT)
2. Aetna Better Health Inc. (FL)
3. Aetna Better Health Inc. (GA)
4. Aetna Better Health Inc. (IL)
5. Aetna Better Health Inc. (LA)
6. Aetna Better Health Inc. (NJ)
7. Aetna Better Health Inc. (NY)
8. Aetna Better Health Inc. (OH)
9. Aetna Better Health Inc. (PA)
10. Aetna Better Health of Iowa Inc. (IA)
11. Aetna Better Health of Michigan Inc. (MI)
12. Aetna Better Health Inc. of Missouri LLC (MO)
13. Aetna Better Health of Nevada Inc. (NV)
14. Aetna Better Health of Texas, Inc. (TX)
15. Aetna Better Health of Washington Inc. (WA)
16. Aetna Better Health of Kentucky Insurance Company (KY)
17. Aetna Global Benefits (Bahamas) Limited (Bahamas)
18. Aetna Corporate Services LLC
19. Aetna Dental Inc. (NJ)
20. Aetna Dental Inc. (TX)
21. Aetna Dental of California Inc. (CA)
22. Aetna Health and Life Insurance Company (CT)
23. Aetna Health Assurance Pennsylvania, Inc. (PA)
24. Aetna Health Inc. (CT)
25. Aetna Health Inc. (FL)
26. Aetna Health Inc. (GA)
27. Aetna Health Inc. (IA)
28. Aetna Health Inc. (LA)
29. Aetna Health Inc. (ME)
30. Aetna Health Inc. (MI)
31. Aetna Health Inc. (NJ)
32. Aetna Health Inc. (NY)
33. Aetna Health Inc. (PA)
34. Aetna Health Inc. (TX)
35. Aetna Health Insurance Company (PA)
36. Aetna Health Insurance Company of New York (NY)

37. Aetna Health of California Inc. (CA)
38. Aetna Health of Utah Inc. (UT)
39. Aetna Insurance Company of Connecticut (CT)
40. Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
41. Aetna Life Insurance Company (CT)
42. Aetna Rx Home Delivery, LLC (DE)
43. Aetna Specialty Pharmacy, LLC (DE)
44. Aetna Student Health Agency Inc. (MA)
45. Allina Health and Aetna Insurance Company (MN)
46. American Continental Insurance Company (TN)
47. Banner Health and Aetna Health Insurance Company (AZ)
48. Banner Health and Aetna Health Plan Inc. (AZ)
49. Cambridge Life Insurance Company (MO)
50. Continental Life Insurance Company of Brentwood Tennessee (TN)
51. Coventry Health and Life Insurance Company (MO)
52. Coventry Health Care of Delaware, Inc. (DE)
53. Coventry Health Care of Florida, Inc. (FL)
54. Coventry Health Care of Illinois, Inc. (IL)
55. Coventry Health Care of Kansas, Inc. (KS)
56. Coventry Health Care of Missouri, Inc. (MO)
57. Coventry Health Care of Nebraska, Inc. (NE)
58. Coventry Health Care of Pennsylvania, Inc. (PA)
59. Coventry Health Care of the Carolinas, Inc. (NC)
60. Coventry Health Care of Virginia, Inc. (VA)
61. Coventry Health Care of West Virginia, Inc. (WV)
62. Coventry Health Plan of Florida, Inc. (FL)
63. First Health Life & Health Insurance Company (TX)
64. Group Dental Service of Maryland, Inc. (MD)
65. Health America Pennsylvania, Inc. (PA)
66. Health and Human Resource Center, Inc. (CA)
67. Health Assurance Pennsylvania, Inc. (PA)
68. Innovation Health Insurance Company (VA)
69. Innovation Health Plan, Inc. (VA)
70. Mental Health Network of New York IPA, Inc. (NY)
71. MHNet Life and Health Insurance Company (TX)
72. MHNet of Florida, Inc. (FL)
73. Strategic Resource Company (SC)
74. Sutter Health and Aetna Administrative Services LLC (CA)
75. Sutter Health and Aetna Insurance Company (CA)
76. Sutter Health and Aetna Insurance Holding Company LLC (DE)
77. Texas Health + Aetna Health Insurance Company (TX)

Appendix B

CORRECTIVE ACTION PLAN

BETWEEN THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

AETNA

I. Preamble

Aetna 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, Aetna is entering into a Resolution Agreement ("Agreement") with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix B. Aetna 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

Aetna 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:

Tracey Scraba, Vice President, Chief Privacy Officer
Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
Telephone: 860-273-1091
Fax: 860-754-5925
Scrabat@Aetna.com

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

Susan M. Pezzullo Rhodes
Office for Civil Rights, New England Region
U.S. Department of Health and Human Services
JFK Federal Building, Room 1875
Boston, MA 02203
Telephone: 617-565-1347
Fax: 617-565-3809

Aetna 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 electronic mail, 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.14 of the Agreement ("Effective Date"). The period for compliance ("Compliance Term") with the obligations assumed by Aetna under this CAP shall begin on the Effective Date of this CAP and end two (2) years from the Effective Date unless HHS has notified Aetna under section VIII hereof of its determination that Aetna breached this CAP. After the Compliance Term ends, Aetna 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. In the event HHS notifies Aetna of a breach under section VIII hereof, the Compliance Term shall not end until HHS notifies Aetna that HHS has determined Aetna 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 Aetna pursuant to 45 C.F.R. Part 160. Aetna is otherwise required 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

Aetna agrees to the following:

A. Policies and Procedures

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

2. Aetna shall provide such policies and procedures, consistent with paragraph 1 above, to HHS within ninety (90) days of the Effective Date for review and approval. Upon

receiving any recommended changes to such policies and procedures from HHS, Aetna shall have ninety (90) days to revise such policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval.

3. Aetna shall implement such policies and procedures within ninety (90) days of receipt of HHS' approval.

B. Distribution of Policies and Procedures

1. Aetna shall distribute the policies and procedures identified in section V.A. to all members of Aetna's workforce who use or disclose PHI within ninety (90) days of HHS approval of such policies and procedures, and thereafter to new members of the Aetna workforce who will use or disclose PHI within thirty (30) days of their becoming a member of the Aetna workforce.

C. Minimum Content of the Policies and Procedures

The policies and procedures shall include, but not be limited to, measures addressing the following Security and Privacy Rule provisions:

1. Evaluation – 45 C.F.R. § 164.308(a)(8), including a process(es) for performing periodic technical and nontechnical evaluations in response to environmental or operational changes affecting the security of Protected Health Information, that establishes the extent to which Aetna's security policies and procedures meet the requirements of the Security Rule.

2. Person or Entity Authentication – 45 C.F.R. § 164.312(d), including procedures to verify that a person or entity seeking access to Protected Health Information is the one claimed.

3. Minimum Necessary Requirements – 45 C.F.R. § 164.514(d), including requirements to limit the Protected Health Information disclosed to the amount reasonably necessary to accomplish the given purpose.

4. Safeguards – 45 C.F.R. § 164.530(c), including appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information in mailings.

D. Training

1. Aetna shall require all Aetna workforce members who have access to PHI to receive specific training on the policies and procedures required under section V.A. Aetna will make such training available within ninety (90) days of the adoption of those policies and procedures in accordance with section V.A.3 and will require training annually thereafter. Any individuals who will have access to PHI that join Aetna's workforce after the initial training period described in this section shall be required to be trained within thirty (30) days of their becoming a member of the Aetna workforce.

2. Aetna shall retain a training completion record, in electronic or written form, for all Aetna workforce members that are required to receive the training. The training completion

record shall specify the date training was received. All course materials shall be retained in compliance with section VII.

3. Aetna 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.

E. Reportable Events.

1. During the Compliance Term, in the event that Aetna receives information that an Aetna workforce member may have failed to comply with the policies and procedures approved by HHS under section V.A., Aetna shall promptly investigate this matter. If Aetna determines, after such investigation, that during the Compliance Term a member of its workforce has failed to comply with a material element of the policies and procedures required under section V.A., Aetna shall notify HHS in writing within thirty (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 persons involved, and the provision(s) of the policies and procedures implicated; and

b. A description of the actions taken and any further steps Aetna 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 the policies and procedures required under section V.A.

2. If no Reportable Events occur within the Compliance Term, Aetna shall so inform HHS in its 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 the receipt of HHS' approval of the policies and procedures required by section V.A, Aetna 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 officer of Aetna attesting that the policies and procedures required under section V.A. have been implemented;

2. A copy of all training materials used for the annual 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 officer of Aetna attesting that Aetna requires all members of the Aetna workforce that use or disclose PHI to be trained as required by this CAP and that Aetna is maintaining the training completion records required by section V.D.2.

4. An attestation signed by an officer of Aetna attesting that he or she has reviewed the Implementation Report, has made a reasonable inquiry regarding its content and believes, based upon such inquiry, that 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." Aetna also shall submit to HHS Annual Reports with respect to the status of and findings regarding Aetna's compliance with this CAP for each of the two (2) Reporting Periods. Aetna 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, 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 Aetna attesting that it is obtaining and maintaining training completion records from all members of the Aetna workforce that require training pursuant to the requirements set forth in this CAP;

3. A summary of Reportable Events (defined in Section V.E.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 Aetna 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

Aetna 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

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

A. Timely Written Requests for Extensions

Aetna 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) 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 Aetna constitutes a breach of the Agreement. Upon

a determination by HHS that Aetna has breached this CAP, HHS may notify Aetna of: (1) Aetna'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. Aetna's Response. Aetna shall have thirty (30) days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS' satisfaction that:

1. Aetna 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) Aetna has begun to take action to cure the breach; (b) Aetna is pursuing such action with due diligence; and (c) Aetna 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, Aetna 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 Aetna 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 Aetna in writing of its determination to proceed with the imposition of a CMP and include the Covered Conduct set forth in paragraph 1.2. of the Agreement and the post-Effective Date conduct constituting the material breach, if the conduct constitutes a material breach of the HIPAA Rules.

For Aetna

_____/s/_____ _____9/30/2020_____
Tracey Scraba Date
Vice President, Chief Privacy Officer
Aetna

For United States Department of Health and Human Services

_____/s/_____ _____10/1/2020_____
Susan M. Pezzullo Rhodes Date
Regional Manager, New England Region
Office for Civil Rights