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") 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. The University of Rochester Medical Center ("URMC") is a covered entity, as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules. URMC is the designated name for the covered entity of The University of Rochester located in Rochester, New York, which is comprised of: Strong Memorial Hospital, Eastman Dental, University Dental Faculty Group, School of Medicine and Dentistry, School of Nursing, University of Rochester Medical Faculty Group, University Health Service, and Mt. Hope Family Center.

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

2. Factual Background and Covered Conduct.

On May 6, 2013, HHS received notification from URMC regarding a breach of its unsecured electronic protected health information ("ePHI"). URMC reported that an unencrypted flash drive containing ePHI was lost on February 15, 2013. On June 24, 2013, HHS notified URMC that it was initiating an investigation regarding URMC's compliance with the HIPAA Rules.

On January 26, 2017, HHS received notification from URMC regarding a breach of its unsecured ePHI. URMC reported that an unencrypted personal laptop of one of its resident surgeons containing URMC ePHI was stolen from a treatment facility. HHS notified URMC that it was initiating an investigation regarding URMC's compliance with the HIPAA Rules.

HHS' investigation indicated that the following conduct occurred ("Covered Conduct"):

(i) URMC impermissibly disclosed the ePHI of 43 patients when an unencrypted personally-owned laptop used in the course of treatment at URMC containing URMC ePHI was stolen from a treatment facility. See 45 C.F.R. §164.502(a).

(ii) URMC failed to conduct an accurate and thorough risk analysis of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of all of the ePHI held by URMC, including the ePHI on the aforementioned flash drive and laptop computer. *See* 45 C.F.R. § 164.308(a)(1)(ii)(A).

(iii) URMC 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).

(iv) URMC failed to implement sufficient policies and procedures that govern receipt and removal of hardware and electronic media that contain ePHI into and out of a facility, and the movement of these items within the facility. *See* 45 C.F.R. § 163.310(d).

(v) URMC failed to implement sufficient mechanisms to encrypt and decrypt ePHI or, alternatively, document why encryption was not reasonable and appropriate and implement an equivalent alternative measure to encryption to safeguard ePHI. *See* 45 C.F.R. § 164.312(a)(2)(iv).

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

4.No Concession. This Agreement is not a concession by HHS that URMC 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: 13-159482, 15-211840, 18-285943, 19-326000, 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 URMC has agreed to pay HHS the total amount of $3,000,000 ("Resolution Amount"). URMC agrees to pay the Resolution Amount on or before November 1, 2019, pursuant to written instructions to be provided by HHS.

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

8.Release by HHS. In consideration of and conditioned upon URMC's performance of its obligations under this Agreement, HHS releases URMC from any actions it may have against URMC under the HIPAA Rules arising out of or related to the subject of the investigations in OCR Transaction Numbers 13-159482, 15-211840, 18-285943, 19-326000, or the Covered Conduct identified in paragraph I.2 of this Agreement. HHS does not release URMC from, nor waive any rights, obligations, or causes of action other than those arising out of or related to the subject of the investigations in OCR Transaction Numbers 13-159482, 15-211840, 18-285943, 19-326000 or 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. URMC shall not contest the validity of their obligation to pay, nor the amount of, the Resolution Amount or any other obligations agreed to under this Agreement. URMC 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 URMC 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, URMC agrees that the time between the Effective Date of this Agreement and the date the Agreement may be

terminated by reason of URMC'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. URMC 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 URMC represent and warrant that they are authorized by their respective institutions 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 The University of Rochester Medical Center

//signed//
Spencer Studwell
Associate Vice President for Risk Management
Senior Associate General Counsel
The University of Rochester Medical Center

10/30/2019
Date

For Department of Health and Human Services

//signed//
Linda C. Colón, Regional Manager
Eastern and Caribbean Region
Office for Civil Rights

10/30/2019
Date

Appendix A

CORRECTIVE ACTION PLAN

BETWEEN THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

The University of Rochester Medical Center

I. Preamble

The University of Rochester Medical Center (hereinafter known as "URMC") 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, URMC is entering into a Resolution Agreement ("Agreement") with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. URMC enters into this CAP as part of the consideration for the release set forth in paragraph II.8 of the Agreement.

II. Contact Persons and Submissions

A. Contact Persons

URMC 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:

Nora Tabone, Chief Privacy Officer
University of Rochester Medical Center
601 Elmwood Avenue Box 700
Rochester, New York 14642
Voice Phone: (585)341-8972
Fax: (585) 784-6163

HHS has identified the following individual as its authorized representative and contact person with whom URMC 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

Linda.Colon@HHS.gov

URMC 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.

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 URMC 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 URMC under Section VIII hereof of its determination that URMC 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 URMC that it has determined that the breach has been cured. After the Compliance Term ends, URMC 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.

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 URMC 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 URMC under Section VIII hereof of its determination that URMC breached this CAP. In the event HHS notifies URMC of a breach under section VIII hereof, the Compliance Term shall not end until HHS notifies URMC that HHS has determined URMC 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 URMC pursuant to 45 C.F.R. Part 160. After the Compliance Term ends, URMC 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 URMC'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

URMC agrees to take the corrective action steps specified below.

A. Conduct Risk Analysis

1. URMC shall conduct an accurate and thorough Risk Analysis of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information (ePHI) held by URMC. Within ninety (90) days of the Effective Date, URMC shall provide to HHS a Statement of Work (SOW) for the Risk Analysis. Within thirty (30) days of its receipt of URMC's Risk Analysis SOW, if HHS identifies deficiencies in the Risk Analysis SOW, HHS shall provide URMC with written technical assistance, as necessary, such as through suggested edits to the SOW, so that URMC may revise its SOW accordingly. Within thirty (30) days of HHS providing such written technical assistance, if any, the Parties shall meet and confer in good faith to determine the deadline by which URMC shall submit a revised SOW for HHS review. Within thirty (30) days of URMC submitting any such revised SOW, the Parties shall meet and confer in good faith to determine the deadline by which HHS shall review the revised SOW and provide URMC with written technical assistance, if any. This submission and review process shall continue until HHS approves the SOW.

2. URMC shall provide the Risk Analysis, consistent with Section V.A.1, to HHS within two-hundred ten (210) days of HHS's approval of the Risk Analysis SOW, as required by Section V.A.1, for HHS' review. URMC may submit a Risk Analysis currently underway or previously completed for consideration by HHS for compliance with this provision. Within thirty (30) days of its receipt of URMC's Risk Analysis, HHS will inform URMC whether it has any technical assistance to provide for the submitted Risk Analysis. Upon receiving any recommended changes to the Risk Analysis to confirm compliance with the SOW and the Security Rule, URMC shall have thirty (30) days to revise the Risk Analysis and provide the revised Risk Analysis to HHS for review. This process shall continue until HHS determines the Risk Analysis has been completed in accordance with the SOW and the Security Rule.

B. Develop and Implement a Risk Management Plan

1. URMC shall develop a written risk management plan or plans sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level as required by the Security Rule ("Risk Management Plan"). The Risk Management Plan shall include a process and timeline for URMC implementation, evaluation, and revision.

2. Within ninety (90) days of HHS' final approval of the Risk Analysis described in Section V.A above, URMC shall submit their Risk Management Plan to HHS for HHS' review. Within sixty (60) days of its receipt of the Risk Management Plan, HHS will inform URMC's Contact in writing as to whether HHS approves of the Risk Management Plan or, if necessary to ensure compliance with 45 C.F.R. § 164.308(a)(1)(ii)(B), requires revisions to the Risk Management Plan. If HHS requires revisions to the Risk Management Plan, HHS shall provide URMC's Contact with detailed comments and recommendations in order for URMC to be able to prepare a revised Risk Management Plan. Upon receiving notice of required revisions to the Risk Management Plan from HHS and a description of any required changes to the Risk Management Plan, URMC shall have sixty (60) days in which to revise their Risk Management Plan accordingly, and submit the revised Risk Management Plan to HHS for review and approval. This submission and review process shall continue until HHS approves the Risk Management Plan.

3. Within sixty (60) days of HHS' approval of the Risk Management Plan, URMC shall begin implementation of the Risk Management Plan and distribute the plan to workforce members involved with implementation of the plan.

C. Implement Process for Evaluating Environmental and Operational Changes

Within one hundred twenty (120) days of the Effective Date, URMC shall develop a process to evaluate any environmental or operational changes that affect the security of URMC ePHI. HHS shall review and recommend changes to the process. Upon receiving HHS' recommended changes, URMC shall have sixty (60) days to provide a revised process to HHS for review and approval. URMC shall implement its process, including distributing to workforce members with responsibility for performing such evaluations within ninety (90) days of HHS' approval.

D. Policies and Procedures

1. URMC 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 implementation of the risk management plan, as required by Sections V.A. and V.B. above. URMC's Policies and Procedures must comply with the HIPAA's Privacy and Security Rules. URMC's policies and procedures shall include, but not be limited to, the minimum content set forth in Section V.F.

2. URMC shall provide the policies and procedures identified in V.F.1-5 to HHS within 60 days of the implementation of the Risk Management Plan for review and approval. Upon receiving any recommended changes to the policies and procedures from HHS, URMC shall have 30 days to revise them accordingly and provide the revised policies and procedures to HHS for review and approval.

3. URMC shall implement such policies and procedures within thirty (30) days of receipt of HHS' final approval.

E. Distribution and Updating of Policies and Procedures

1. URMC shall distribute the Policies and Procedures identified in Section V.D. to appropriate members of the workforce within thirty (30) days of HHS approval of such Policies and Procedures and to appropriate new members of the workforce within thirty (30) days of their beginning of service.

2. URMC shall require, within 60 days of distribution of the Policies and Procedures, a signed written or electronic initial compliance certification from appropriate members of the workforce stating that the workforce members have read, understand, and shall abide by such Policies and Procedures.

3. URMC shall assess, update, and revise, as necessary, the Policies and Procedures at least annually (and more frequently if appropriate). Within thirty days of the effective date of any substantive revisions, URMC shall distribute the revised Policies and Procedures to members of its workforce, and to appropriate new members as required by Section V.E.1, and shall require new compliance certifications.

4. URMC shall fully restrict access to ePHI to any member of its workforce if that workforce member has not signed or provided the written or electronic certification required by paragraphs 2 and 3 of this Section, except when not feasible for patient safety.

F. Minimum Content of the Policies and Procedures

The policies and procedures shall include measures to address the following Privacy and Security Rule provisions:

1. Uses and Disclosures of PHI- 45 C.F.R. §164.502(a)

2. Risk Analysis- 45 C.F.R. §164.308(a)(1)(ii)(A)

3. Risk Management- 45 C.F.R. §164.308(a)(1)(ii)(B)

4. Device and Media Controls- 45 C.F.R. §164.310(d)

5. Encryption and Decryption- 45 C.F.R. §164.312(a)(2)(iv)

G. Reportable Events

During the Compliance Term, URMC shall, upon receiving information that a workforce member subject to the Policies and Procedures adopted by URMC under Section V.D.2 may have failed to comply with these Policies and Procedures, URMC shall promptly investigate this matter. If URMC determines, after review and investigation, that a member of their workforce that has agreed to comply with policies and procedures under Section V.E.3, has failed to comply with these policies and procedures, and such failure was material (e.g., a violation that results in a presumed Breach of Unsecured PHI), URMC shall notify in writing HHS within sixty (60) days. Such violations shall be known as Reportable Events. The report to HHS shall include the following information:

1. A description of the event, including the relevant facts, the role(s) of 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 URMC 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 Policies and Procedures.

3. If no Reportable Events occur within the Compliance Term, URMC shall so inform HHS in its Annual Report as specified in Section VI.B. below.

H. Training

1. URMC shall provide HHS with training materials addressing the requirements of the Privacy, Security, and Breach Notification Rules, intended to be used for appropriate workforce members within ninety (90) days of the implementation of the Policies and Procedure required by Section V.D. above.

2. Upon receiving notice from HHS specifying any required changes, URMC shall make the required changes and provide revised training materials to HHS within thirty (30) days.

3. Upon receiving approval from HHS, URMC shall provide training using the approved training materials for appropriate workforce members within ninety (90) days of HHS' approval and refresher training annually thereafter. URMC shall also provide such training to appropriate workforce members within thirty (30) days of the commencement of such workforce members' service.

4. Each appropriate workforce member shall certify, in writing or in electronic form, that she or he has received and understands the required training. The training certification shall specify the date on which training was received. All course materials shall be retained in compliance with Section VII below.

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

6. URMC shall fully restrict 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.H.4 within a reasonable period of time after completion of such training, except when not feasible for patient safety.

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.D., URMC 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 URMC attesting that the Policies and Procedures are being implemented, have been distributed to all appropriate members of the workforce, and that URMC has obtained all of the compliance certifications in accordance with paragraphs V.E.2 and V.E.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 URMC attesting that appropriate workforce members have completed the initial training required by this CAP and have executed the training certifications required by Section V.H.4;

4. An attestation signed by an owner or officer of URMC listing all URMC 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 URMC 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." URMC also shall submit to HHS Annual Reports with respect to the status of and findings regarding URMC's compliance with this CAP for each of the two (2) year Reporting Periods. URMC 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 URMC 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.G) 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 URMC 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

URMC 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

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

A. Timely Written Requests for Extensions

URMC 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. The requirement may be waived by HHS 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 URMC constitutes a breach of the Agreement. Prior to issuing a "Notice of Breach and Intent to Impose CMP" with regard to a material breach of this CAP, HHS agrees to identify the deficiencies that are causing the material breach and provide technical assistance to URMC and engage in a 30-day interactive process to provide URMC with an opportunity to cure the identified deficiencies. Upon the expiration of the 30-day interactive process and a determination by HHS that URMC has materially breached this CAP, HHS may notify URMC of: (1) URMC'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. URMC's Response.

URMC 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. URMC 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) URMC has begun to take action to cure the breach; (b) URMC is pursuing such action with due diligence; and (c) URMC 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, URMC 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 URMC 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 URMC in writing of its determination to proceed with the imposition of a CMP pursuant to 45 C.F.R. Part 160. HHS must offset any CMP amount levied under this section by the amounts already paid in lieu of CMPs under the Resolution Agreement. Any such offset will apply only to Covered Conduct up to and including the Effective Date.

For The University of Rochester Medical Center

//signed//
Spencer Studwell
Associate Vice President for Risk Management
Senior Associate General Counsel
The University of Rochester Medical Center

10/30/2019
Date

For United States Department of Health and Human Services

//signed//

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

10/30/2019

Date