

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. Presence Health Network and all of its subsidiaries that are covered entities (hereinafter collectively referred to as "Presence Health"), as defined at 45 C.F.R. § 160.103, and are required to comply with the HIPAA Rules. Presence Health is a comprehensive, not-for-profit health care system in Illinois consisting of more than 150 locations within the state.

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

2. Factual Background and Covered Conduct.

On January 31, 2014, HHS received notification from Presence St. Joseph Medical Center, a Presence Health hospital, regarding a breach of unsecured protected health information ("PHI"). Specifically, the hospital reported that, on October 22, 2013, it discovered that paper-based operating room schedules, which contained the PHI of 836 individuals, were missing from the Presence Surgery Center at Presence St. Joseph Medical Center. In its report, Presence St. Joseph Medical Center noted that, due to miscommunications between its workforce members, there was a delay in its provision of breach notifications.

During the course of investigating the October 2013 breach, HHS also reviewed Presence Health's reports of breaches affecting fewer than 500 individuals, which Presence Health entities submitted in 2015 and 2016, and HHS learned that, with regard to several of those reported breaches, the Presence Health entities had failed to provide timely written breach notifications to the individuals whose PHI had been compromised as a result of those breaches.

HHS' investigation indicated that the following conduct occurred related to the October 2013 breach of PHI ("Covered Conduct"):

- A. Presence Health failed to provide timely written notification of the breach that it discovered on October 22, 2013, to the individuals whose PHI had been compromised as a result of the breach. Presence Health did not notify the affected individuals until February 3, 2014, which was 104 calendar days after it discovered the breach. In this instance, Presence Health had an obligation to notify each affected individual of the breach without unreasonable delay and no later than 60 calendar days after discovery of the breach as required by the Breach Notification Rule. Each day on which Presence Health failed to notify each affected individual of the breach indicates a separate violation of the Breach Notification Rule. See 45 C.F.R. § 164.404(b).
- B. Presence Health failed to provide timely written notification of the breach that it discovered on October 22, 2013, to prominent media outlets serving the state or jurisdiction in which more than 500 of the individuals affected by the breach resided. Presence Health did not notify the media until February 5, 2014, which was 106 calendar days after it discovered the breach. In this instance, Presence Health had an obligation to notify the prominent media outlets, serving the state or jurisdiction in which the 836 individuals affected by the breach resided, of the breach without unreasonable delay and no later than 60 calendar days after discovery of the breach as required by the Breach Notification Rule. Each day on which Presence Health failed to notify the media of the breach indicates a separate violation of the Breach Notification Rule. See 45 C.F.R. § 164.406(b).
- C. Presence Health failed to provide timely written notification of the breach that it discovered on October 22, 2013, to HHS. Presence Health did not notify HHS until January 31, 2014, which was 101 calendar days after it discovered the breach. In this instance, Presence Health had an obligation to notify HHS of the breach contemporaneously with the notice required in I.2.A above. Each day on which Presence Health failed to notify HHS of the breach indicates a separate violation of the Breach Notification Rule. See 45 C.F.R. § 164.408(b).

3. No Admission.

This Agreement is not an admission, concession, or evidence of liability by Presence Health related to any law, rule, or regulation, including any violation of the HIPAA Rules. This Agreement is made without trial or adjudication of an alleged issue of fact or law and without any finding of liability of any kind, and Presence Health'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 Presence Health is not in violation of the HIPAA Rules and that Presence Health is not liable for civil money penalties ("CMPs").

5. Intention of Parties to Effect Resolution.

This Agreement is intended to resolve HHS Transaction No. 14-176036, and any violations of the HIPAA Rules for the Covered Conduct specified in paragraph I.2 of this Agreement. In consideration of the Parties' interest in avoiding the uncertainty, burden and expense of further investigation and formal proceedings, the Parties agree to resolve this matter according to the Terms and Conditions below.

II. Terms and Conditions

6. Payment.

HHS agrees to accept and Presence Health agrees to pay HHS the amount of \$475,000 ("Resolution Amount"). Presence Health 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.

Presence Health 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 Presence Health breaches the CAP, and fails to cure the breach as set forth in the CAP, then Presence Health 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 Presence Health's performance of its obligations under this Agreement, HHS releases Presence Health and any successors, transferees, assigns, parents, subsidiaries, members, agents, directors, officers, affiliates and employees from any claims, actions, or causes of action HHS has or may have against Presence Health under the HIPAA Rules for the Covered Conduct. HHS does not release Presence Health 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 Party.

Presence Health 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. Presence Health waives all procedural rights granted under section 1128A of the Social Security Act (42 U.S.C. § 1320a-7a), 45 C.F.R. Part 160, Subpart E, and HHS Claims Collection provisions, 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 Presence Health 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 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 in writing and signed by both Parties. Nothing in this Agreement is intended to or shall be used as any basis for the denial of any license, authorization, approval, or consent that Presence Health may require under any law, rule or regulation.

14. Execution of Agreement and Effective Date.

The Agreement shall become effective (*i.e.*, final and binding) on 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 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, Presence Health agrees that the time between the Effective Date of this Agreement and the date this Agreement may be terminated by reason of Presence Health's breach, plus one-year thereafter, will not be included in calculating the six (6) year statute of limitations applicable to the possible violations that are the subject of this Agreement. Presence Health 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 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; provided, however, that HHS will not disclose information, documents, and any other item produced by Presence Health to HHS as part of HHS' review, to the extent such items constitute trade secrets and/or confidential commercial or financial information that is exempt from turnover in response to FOIA requests under 45 C.F.R. § 5.65, or any other applicable exemption under FOIA and its implementing regulations.

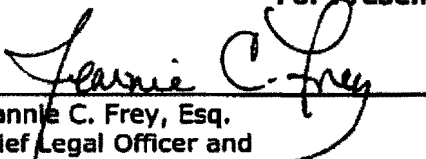
17. Execution in Counterparts.

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 signing this Agreement on behalf of Presence Health represents and warrants that she is authorized by Presence Health to execute this Agreement. The individual signing this Agreement on behalf of HHS represents and warrants that she is signing this Agreement in her official capacity and that she is authorized to execute this Agreement.

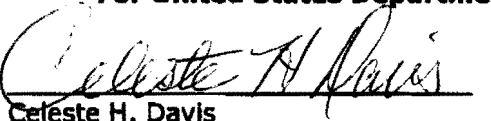
For Presence Health Network



Jeannie C. Frey, Esq.
Chief Legal Officer and
General Counsel

Dec. 29, 2016
Date

For United States Department of Health and Human Services



Celeste H. Davis
Regional Manager
Office for Civil Rights, Midwest Region

January 3, 2017
Date

Appendix A
CORRECTIVE ACTION PLAN
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE FOR CIVIL RIGHTS
AND
PRESENCE HEALTH NETWORK

I. Preamble

Presence Health Network ("Presence Health") hereby enters into this Corrective Action Plan ("CAP") with the United States Department of Health and Human Services, Office for Civil Rights ("HHS" or "OCR"). Contemporaneously with this CAP, Presence Health is entering into a Resolution Agreement ("Agreement") with HHS, and this CAP is incorporated by reference into the Agreement as Appendix A. Presence Health enters into this CAP as part of the consideration for the release in paragraph II.8 of the Agreement. Capitalized terms without definitions in this CAP shall have the same meaning assigned to them as under the Agreement.

II. Contact Persons and Submissions

A. Contact Persons

Presence Health 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:

Jeannie C. Frey, Esq.
Chief Legal Counsel and General Counsel
Presence Health
200 S. Wacker Drive
Chicago, IL 60606
jfrey@presencehealth.org
Telephone: 312-308-3291

HHS has identified the following individual as its contact person with whom Presence Health is to report information regarding the implementation of this CAP:

Celeste H. Davis
Regional Manager
Office for Civil Rights, Midwest Region
U.S. Department of Health and Human Services
233 N. Michigan Avenue, Suite 240
Chicago, Illinois 60601

Celeste.Davis@hhs.gov
Telephone: 312-886-5887
Facsimile: 312-886-1807

Presence Health 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, encrypted electronic 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 14 of the Agreement ("Effective Date"). The period for compliance ("Compliance Term") with the obligations assumed by Presence Health 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 Presence Health under section VIII hereof of its determination that Presence Health has 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 Presence Health that it has determined that the breach has been cured or HHS imposes a CMP against Presence Health pursuant to 45 C.F.R. Part 160 and section VIII.D of this CAP.

IV. Time

In computing any period of time prescribed or allowed by this CAP, all days referred to shall be calendar days unless otherwise specified. 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.

V. Corrective Action Obligations

Presence Health agrees to the following:

A. Revision of Existing Policies and Procedures

1. Presence Health shall revise its existing policies and procedures related to complying with the requirements of the Breach Notification Rule, such that the policies and procedures more explicitly delineate its workforce members' roles and responsibilities with respect to: (a) receiving and addressing internal reports made by workforce members of potential breaches of unsecured PHI; (b) receiving and addressing external reports made by individuals and business associates of potential breaches

of unsecured PHI; (c) completing risk assessments of potential breaches of unsecured PHI to determine the probability that the PHI has been compromised; (d) preparing notifications to individuals whose unsecured PHI has been compromised as a result of a breach; (e) for breaches of unsecured PHI affecting more than 500 residents of a state or jurisdiction, preparing notifications to prominent media outlets serving the applicable state or jurisdiction; (f) preparing notifications to HHS regarding breaches of unsecured PHI; and (g) ensuring that all required breach notifications are submitted to the affected individuals, the media, and HHS without unreasonable delay and within the timeframes prescribed by the Breach Notification Rule.

2. Presence Health shall revise its existing policies and procedures related to applying appropriate sanctions against workforce members who fail to comply with its policies and procedures implementing the Privacy and Security Rules, such that the policy and procedures also provide for the application of appropriate sanctions against workforce members who fail to comply with its policies and procedures implementing the Breach Notification Rule, including the revised policies and procedures required by section V.A.1 of this CAP.
3. Within sixty (60) days of the Effective Date, Presence Health shall forward the revised policies and procedures required by sections V.A.1 and V.A.2 of this CAP (the "Policies and Procedures") to HHS for HHS' review and approval. HHS will inform Presence Health in writing as to whether HHS approves or disapproves of the proposed Policies and Procedures. If HHS disapproves of them, HHS shall provide Presence Health with comments and required revisions. Such revisions shall be for the purpose of ensuring that Presence Health complies with the requirements of the HIPAA Rules. Upon receiving any required revisions to such Policies and Procedures from HHS, Presence Health shall have twenty-one (21) days in which to revise the Policies and Procedures accordingly and then submit the revised Policies and Procedures to HHS for review and approval. This process shall continue until HHS approves the Policies and Procedures.
4. Within thirty (30) days of HHS' approval of the Policies and Procedures required by sections V.A.1 and V.A.2 of this CAP, Presence Health shall finalize and officially adopt the Policies and Procedures in accordance with its applicable administrative procedures.

B. Distribution and Updating of Policies and Procedures

1. Within thirty (30) days of HHS' final approval of the Policies and Procedures, Presence Health shall distribute the approved Policies and Procedures to all Presence Health workforce members,

including all workforce members of covered entities that are owned or controlled by Presence Health.

2. Presence Health shall distribute the approved Policies and Procedures to all new workforce members within thirty (30) days of when they begin providing services as workforce members of Presence Health.
3. At least annually and more frequently, if appropriate, Presence Health shall review the approved Policies and Procedures and shall promptly update the Policies and Procedures if necessary to reflect changes in operations at Presence Health, federal law, HHS guidance, and/or any material compliance issues discovered by Presence Health that warrant a change in the Policies and Procedures. The updated Policies and Procedures shall not be implemented until approved by HHS.
4. If Presence Health determines that the Policies and Procedures should be revised pursuant to section V.B.3 of this CAP, within thirty (30) days of preparing a final draft of updated Policies and Procedures Presence Health shall forward the draft updated Policies and Procedures to HHS for HHS' review and approval. HHS will inform Presence Health in writing as to whether HHS approves or disapproves of the draft updated Policies and Procedures. If HHS disapproves of them, HHS shall provide Presence Health with comments and required revisions. Such revisions shall be for the purpose of ensuring that Presence Health complies with the requirements of the HIPAA Rules. Upon receiving any required revisions to such Policies and Procedures from HHS, Presence Health shall have twenty-one (21) days in which to revise the draft updated Policies and Procedures accordingly and then submit the revised Policies and Procedures to HHS for review and approval. This process shall continue until HHS approves the Policies and Procedures.
5. Within thirty (30) days of HHS' approval of the Policies and Procedures that Presence Health has updated pursuant to section V.B.3 of this CAP, if any, Presence Health shall finalize and officially adopt the Policies and Procedures in accordance with its applicable administrative procedures.

C. Training

1. Within sixty (60) days of HHS' final approval of the Policies and Procedures pursuant to section V.A.3 of this Agreement, Presence Health shall forward its proposed training materials on the Policies and Procedures to HHS for its review and approval.
2. If Presence Health determines that the Policies and Procedures should be revised pursuant to section V.B.3 of this CAP, within thirty (30) days of HHS' approval of the draft updated Policies and

Procedures pursuant to section V.B.4 of this CAP, Presence Health shall update its training materials accordingly and forward its proposed training materials on the updated policies and procedures to HHS for its review and approval.

3. HHS will inform Presence Health in writing as to whether HHS approves or disapproves of the training materials submitted to HHS pursuant to sections V.C.1 and, if applicable, V.C.2 of this CAP. If HHS disapproves of them, HHS shall provide Presence Health with comments and required revisions. Such revisions shall be for the purpose of ensuring that Presence Health complies with the requirements of the HIPAA Rules. Upon receiving any required revisions to the training materials from HHS, Presence Health shall have twenty-one (21) days in which to revise the training materials and then submit the revised training materials to HHS for review and approval. This process shall continue until HHS approves the training materials.
4. Within sixty (60) days of HHS' approval of the training materials, Presence Health shall provide training to all workforce members, in accordance with Presence Health's applicable administrative procedures for training. Any new workforce members that are hired during or after the initial training period described in this paragraph shall be trained within thirty (30) days of when they begin providing services as workforce members of Presence Health.
5. After providing the training required by section V.C.4 of this CAP, Presence Health shall provide annual retraining on the training materials OCR approved under this CAP to all workforce members for the duration of the Compliance Term of this CAP.
6. Each Presence Health workforce member who is required to receive training shall certify, in electronic or written form, that he or she received the training. The training certification shall specify the date on which the training was received. All training materials and records shall be retained in compliance with section VII of this CAP.

VI. Reportable Events and Reports

A. Reportable Events

1. The requirements of Paragraph VI.A of this CAP are, unless otherwise noted, applicable to Presence Chicago Hospitals Network, Presence Central and Suburban Hospitals Network (collectively, "Presence Hospitals"), and all of their subsidiaries and/or operating divisions that are covered entities under 45 C.F.R. § 160.103. This includes any entity that Presence Hospitals may create, acquire, over which they may obtain control or with which they may merge at any time after the Effective Date of the Agreement, for so long as the Agreement and the CAP are in force; provided that the entity meets the definition of a covered entity under 45 C.F.R. §

160.103, and therefore is required to comply with the HIPAA Rules. As applicable, the requirements of Paragraph VI.A of this CAP are binding on Presence Hospitals and their successors, heirs, transferees, and assigns; provided, however, that in the event of a potential transfer of a Presence Hospital(s) to an unaffiliated party or parties, the Parties agree to confer regarding the manner in which successor liability will be effectuated in the event the transaction is consummated.

2. After implementation of the Policies and Procedures and during the remainder of the Compliance Term, upon receiving information that a workforce member may have failed to comply with any provision of the Policies and Procedures, Presence Health shall promptly investigate the matter. If, after its initial review and investigation, Presence Health ascertains that a workforce member may have violated the Policies and Procedures, Presence Health shall notify HHS in writing within thirty (30) days from when Presence Health discovered the potential violation. Such violations shall be known as "Reportable Events." The report to HHS shall include the following:
 - a. A complete description of the event, including relevant facts, the persons involved, and the implicated provision(s) of the Policies and Procedures; and
 - b. A description of actions taken and any further steps Presence Health plans to take to address the matter, mitigate any harm, and prevent it from recurring, including the application of appropriate sanctions against the workforce members who failed to comply with the Policies and Procedures.
3. If no Reportable Events occur during any one Reporting Period, as defined in section VI.B.1 of this CAP, Presence Health shall so inform HHS in its Report, as defined in section VI.B.1 below, for that Reporting Period.

B. Reports

1. The one-year period beginning on the Effective Date and the subsequent ten-month period shall each be known as a "Reporting Period." Presence Health shall submit to HHS a report with respect to the status of and findings regarding Presence Health's compliance with this CAP for each Reporting Period ("Report"). Presence Health shall submit each Report to HHS no later than twenty (20) days after the end of each corresponding Reporting Period. Each Report shall include:
 - a. An attestation signed by an officer of Presence Health attesting that the Policies and Procedures: (a) have been adopted; (b) are being implemented; and (c) have been distributed timely to all workforce members;

- b. A copy of all training materials used for the training required by section V.C of this CAP, a description of the training, including a summary of the topics covered, the length of the training session(s) conducted, and the dates on which the training session(s) were held;
- c. A summary of Reportable Events identified during the Reporting Period and the status of any corrective or preventative action(s) taken by Presence Health relating to each Reportable Event;
- d. An attestation signed by an officer of Presence Health attesting that Presence Health has obtained and is maintaining written or electronic certifications from all workforce members who are required to receive training that they received the requisite training pursuant to the requirements set forth in this CAP; and
- e. An attestation signed by an officer of Presence Health stating that he or she has reviewed the Report, has made a reasonable inquiry regarding its content, and believes that, upon such inquiry, the information is accurate and truthful.

VII. Document Retention

Presence Health 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. Nothing in this agreement shall be construed to constitute a waiver by Presence Health of any applicable legal privilege against disclosure, including the attorney-client privilege and the work product doctrine. If HHS requests access to information or documentation which Presence Health seeks to withhold on the basis of an applicable legal privilege against disclosure, including the attorney-client privilege or the attorney work product doctrine, Presence Health shall provide HHS with a description of such information and the type of privilege being asserted.

VIII. Requests for Extensions and Breach Provisions

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

A. Timely Written Requests for Extensions. Presence Health may, in advance of any due date in this CAP, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CAP. A "timely written request" is defined as a request in writing received by HHS at least five (5) business days prior to the date by which any act is due to be performed or any notification or report is to be submitted to HHS.

B. Notice of Breach and Intent to Impose CMP. The Parties agree that a breach of this CAP by Presence Health that has not been cured in accordance with section VIII.C below, constitutes a breach of the Agreement. Upon a determination by HHS that Presence Health has

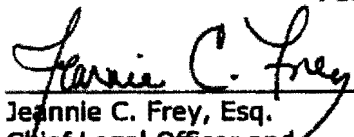
breached this CAP, HHS may notify Presence Health of: (1) Presence Health's breach; and (2) HHS' intent to impose a CMP, pursuant to 45 C.F.R. Part 160, for the Covered Conduct and for any other conduct that constitutes a violation of the HIPAA Rules ("Notice of Breach and Intent to Impose CMP").

C. Presence Health's Response. Presence Health 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:

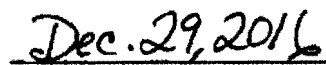
1. Presence Health is in compliance with the obligations of this CAP that HHS cited as the basis for the breach;
2. The alleged breach has been cured; or
3. The alleged breach cannot be cured within the 30-day period, but that: (a) Presence Health has begun to take action to cure the breach; (b) Presence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

D. Imposition of CMP. If at the conclusion of the 30-day period or at the end of the reasonable timetable provided by Presence Health, approved by HHS, and within which Presence Health was to have cured the breach, whichever is applicable, Presence Health fails to meet the requirements of section VIII.C of this CAP or fails to cure the breach, whichever is applicable, to HHS' satisfaction, HHS may proceed with the imposition of the CMP against Presence Health pursuant to the rights and obligations set forth in 45 C.F.R. Part 160 for any violations of the HIPAA Rules related to the Covered Conduct 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 Presence Health in writing of its determination to proceed with the imposition of a CMP pursuant to 45 C.F.R. § 160.312(a)(3)(i) and (ii).

For Presence Health Network




Jeannie C. Frey, Esq.
Chief Legal Officer and
General Counsel

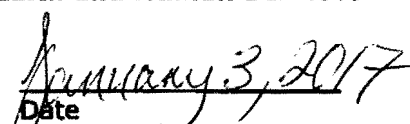


Date

For United States Department of Health and Human Services



Celeste H. Davis
Regional Manager
Office for Civil Rights, Midwest Region



Date