

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. Allergy Associates of Hartford, P.C. ("Allergy Associates"), which is a covered entity, as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules. Allergy Associates is a professional association of allergists providing diagnostic and therapeutic to adults and children at four locations in Connecticut: Hartford, Meriden, Glastonbury and Ellington.

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

2. Factual Background and Covered Conduct.

On October 6, 2015, HHS received a copy of a civil rights complaint filed on behalf of the Complainant with the Department of Justice, Connecticut, U.S. Attorney's Office (DOJ) by the Connecticut Office of Protection and Advocacy for Persons with Disabilities (OPA). HHS initiated a joint investigation with DOJ into the civil rights allegations against Allergy Associates. The complaint also alleged that Allergy Associates impermissibly disclosed the Complainant's protected health information (PHI).

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

On February 20, 2015, an Allergy Associates Workforce Member had a conversation with a Reporter regarding the Reporter's investigation of the Complainant's allegation that she was turned away from Allergy Associates because of her use of a service animal. The Workforce Member impermissibly disclosed the PHI of the Complainant. Following the impermissible disclosure, and after HHS notified Allergy Associates that it initiated its investigation, Allergy Associates failed to sanction the Workforce Member for the impermissible disclosure.

- (1) Allergy Associates impermissibly disclosed the Complainant's PHI to an unauthorized third party. *See* 45 C.F.R. § 164.502(a).
- (2) Allergy Associates failed to apply appropriate sanctions against its Workforce Member who failed to comply with the entity's privacy policies and procedures and the Privacy Rule. *See* 45 C.F.R. §164.530(e)(1).

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

4. No Concession. This Agreement is not a concession by HHS that Allergy Associates 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 HHS Transaction Number: 01-15-221049 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 Terms and Conditions below.

II. Terms and Conditions

6. Payment. HHS has agreed to accept, and Allergy Associates has agreed to pay HHS, the amount of \$125,000.00 ("Resolution Amount"). Allergy Associates 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. Allergy Associates 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 Allergy Associates breaches the CAP, and fails to cure the breach as set forth in the CAP, then Allergy Associates 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 Allergy Associates' performance of its obligations under this Agreement, HHS releases Allergy Associates from any actions it may have against Allergy Associates 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 Allergy Associates 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. Allergy Associates 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. Allergy Associates 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 Allergy Associates 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).

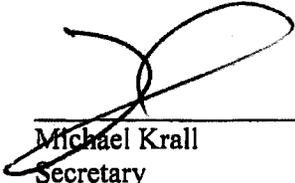
15. Tolling of Statute of Limitations. Pursuant to 42 U.S.C. § 1320a-7a(c)(1), a civil money penalty ("CMP") must be imposed within six years from the date of the occurrence of the violation. To ensure that this six-year period does not expire during the term of this Agreement, Allergy Associates agrees that the time between the Effective Date of this Agreement and the date the Agreement may be terminated by reason of Allergy Associates' 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. Allergy Associates 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.

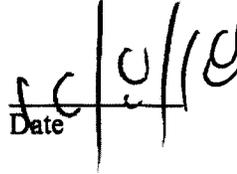
18. Authorizations. The individual(s) signing this Agreement on behalf of Allergy Associates represent and warrant that they are authorized by Allergy Associates to execute this Agreement. The individual(s) signing this Agreement on behalf of HHS represent and warrant

that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

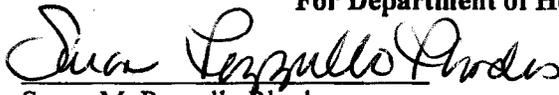


Michael Krall
Secretary
Allergy Associates of Hartford, P.C.

For Covered Entity


Date

For Department of Health and Human Services



Susan M. Pezzullo Rhodes
Regional Manager, New England Region
Office for Civil Rights


Date

Appendix A
CORRECTIVE ACTION PLAN
BETWEEN THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
ALLERGY ASSOCIATES OF HARTFORD, P.C.

I. Preamble

Allergy Associates of Hartford, P.C. (hereinafter known as "Allergy Associates" 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, Allergy Associates is entering into a Resolution Agreement ("Agreement") with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. Allergy Associates 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

Allergy Associates 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:

Ms. Vikki Spencer
Allergy Associates of Hartford, P.C.
19 Woodland Street, Suite 11
Hartford, CT 06105

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

Ms. Susan M. Pezzullo Rhodes, Regional Manager
Office for Civil Rights, New England Region
Department of Health and Human Services
JFK Federal Building, Room 1875
Boston, MA 02203
Susan.Rhodes@hhs.gov

Telephone: 617-565-1347

Facsimile: 617-565-3809

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

Allergy Associates agrees to the following:

A. Policies and Procedures

1. Allergy Associates 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 and E of Part

164, the "Privacy Rule"). Allergy Associates' policies and procedures shall address, but not be limited to, the Covered Conduct specified in paragraph I.2 of the Agreement.

2. Allergy Associates shall provide such policies and procedures, consistent with paragraph 1 above, to HHS within sixty (60) days of the Effective Date for review and approval. Upon receiving any recommended changes to such policies and procedures from HHS, Allergy Associates shall have thirty (30) days to revise such policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval.

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

B. Distribution and Updating of Policies and Procedures

1. Allergy Associates shall distribute the policies and procedures identified in section V.A. to all members of the workforce within thirty (30) days of HHS approval of such policies and to new members of the workforce within thirty (30) days of their beginning of service.

2. Allergy Associates 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 stating that the workforce members have read, understand, and shall abide by such policies and procedures.

3. Allergy Associates shall assess, update, and revise, as necessary, the policies and procedures at least annually or as needed. Covered Entity shall provide such revised policies and procedures to HHS for review and approval. Within thirty (30) days of the effective date of any approved substantive revisions, Covered Entity shall distribute such revised policies and procedures to all members of its workforce and shall require new compliance certifications.

C. Minimum Content of Policies and Procedures

The Policies and Procedures shall include, but not be limited to:

1. Instructions and Procedures that address permissible and impermissible uses and disclosures of PHI (a) that define PHI as it relates to individually identifiable health information (IIHI) and (b) for media inquiries.

2. Instructions and Procedures that address appropriate administrative, technical and physical safeguards to protect PHI from any intentional or unintentional use or disclosure (a) that define PHI as it relates to IIHI and (b) for media inquiries.

3. Instructions and Procedures that address (a) what is IIHI and PHI and (b) communicating with and responding to the media, including in regard to patient-related inquiries.

4. Protocols for training all Allergy Associate's workforce members who use and disclose PHI to ensure that they know how to comply with the policies and procedures provided for in subparagraph (1) above.

5. Application of appropriate sanctions against Allergy Associates workforce members who fail to comply with policies and procedures provides for in subparagraph (1) above.

D. Reportable Events

During the Compliance Term, Allergy Associates shall, upon receiving information that a workforce member may have failed to comply with its Privacy, Security or Breach Notification Rule policies and procedures, promptly investigate this matter. If Allergy Associates determines, after review and investigation, that a member of its workforce has failed to comply with these policies and procedures, Allergy Associates shall notify in writing within thirty (30) days. Such violations shall be known as Reportable Events. The report to 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 Allergy Associates 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.

D. Training

1. Allergy Associates shall provide HHS with training materials for all members of the workforce within sixty (60) days of the Effective Date.
2. Upon receiving notice from HHS specifying any required changes, Allergy Associates shall make the required changes and provide revised training materials to HHS within thirty (30) days.
3. Upon receiving approval from HHS, Allergy Associates shall provide training for each workforce member within sixty (60) days of HHS approval and at least every twelve (12) months thereafter. Allergy Associates shall also provide such training to each new member of the workforce within thirty (30) days of their beginning of 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. Allergy Associates 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. Sanctions and Mitigation

1. Within thirty (30) days of receiving approval from HHS for the policies and procedures as described in section V.A., Allergy Associates shall provide HHS with a description of the appropriate sanctions it has taken against workforce members who failed to comply with its Privacy policies and procedures and the requirements of the Privacy Rule, as described by the Covered Conduct at I.2 of the Resolution Agreement.

2. Within thirty (30) days of receiving approval from HHS for the policies and procedures as described in section V.A., Allergy Associates shall provide HHS with a description of the actions taken and any further steps Allergy Associates plans to take to mitigate any harm resulting from the disclosure of PHI, as described by Covered Conduct at I.2 of the Resolution Agreement.

VI. Implementation Report and Annual Reports

A. Implementation Report. Within 120 days after the receipt of HHS' approval of the policies and procedures required by section V.A.1, Allergy Associates 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 Allergy Associates attesting that the Policies and Procedures are being implemented, have been distributed to all appropriate members of the workforce and that Allergy Associates has obtained all of the compliance certifications required by sections V.B.2. and V.B.3.;

2. A copy of all training materials used for the training required by this CAP, a description of the training, including a summary of the topics covered, the length of the session(s) and a schedule of when the training session(s) were held;

3. An attestation signed by an owner or officer of Allergy Associates attesting that all members of the workforce 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 Allergy Associates listing all Allergy Associates 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 Allergy Associates 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 (1) year period beginning on the Effective Date and each subsequent one (1) year period during the course of the period of compliance obligations shall be referred to as "the Reporting Periods." Allergy Associates also shall submit to HHS Annual Reports with respect to the status of and findings regarding Allergy Associates' compliance with this CAP for each of the two Reporting Periods. Allergy Associates 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 Allergy Associates 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.C.6.) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

5. An attestation signed by an owner or officer of Allergy Associates 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

Allergy Associates 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

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

A. Timely Written Requests for Extensions

Allergy Associates 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. This requirement may be waived by HHS only.

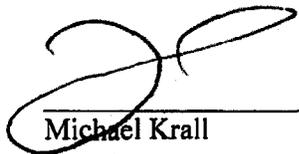
B. Notice of Breach of this CAP and Intent to Impose Civil Monetary Penalty. The parties agree that a breach of this CAP by Allergy Associates constitutes a breach of the Agreement. Upon a determination by HHS that Allergy Associates has breached this CAP, HHS may notify Allergy Associates of: (1) Allergy Associates' 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. Allergy Associates' Response. Allergy Associates 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:

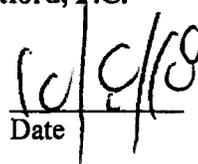
1. Allergy Associates is in compliance with the obligations of the CAP that HHS cited as the basis for the breach;
2. The alleged breach has been cured; or
3. The alleged breach cannot be cured within the thirty (30) days, but that: (a) Allergy Associates has begun to take action to cure the breach; (b) Allergy Associates is pursuing such action with due diligence; and (c) Allergy Associates 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, Allergy Associates 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 Allergy Associates 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 Allergy Associates in writing of its determination to proceed with the imposition of a CMP.

For Allergy Associates of Hartford, P.C.



Michael Krall
Secretary
Allergy Associates of Hartford, P.C.

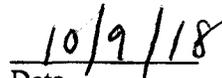


Date

For United States Department of Health and Human Services



Susan M. Pezzullo-Rhodes
Regional Manager, New England Region
Office for Civil Rights



Date