

## 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 Feinstein Institute for Medical Research (“FIMR”) is a covered entity, as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules. FIMR is a biomedical research institute that is organized as a New York not-for-profit corporation and is sponsored by Northwell Health, Inc. (“Northwell Health”), formerly known as North Shore-Long Island Jewish Health System, as its sole corporate member.

HHS and FIMR shall together be referred to herein as the “Parties.”

2. Factual Background and Covered Conduct.

On September 14, 2012, HHS received notification from FIMR regarding a breach of its unsecured electronic protected health information (ePHI). FIMR reported that an unencrypted laptop was stolen on September 2, 2012, out of the car of one of its employees. On November 14, 2012, HHS notified FIMR that it was initiating an investigation regarding FIMR’s compliance with the HIPAA Rules. HHS’ investigation indicated that the following conduct occurred (“Covered Conduct”):

- (i) FIMR impermissibly disclosed the ePHI of 13,000 individuals when an FIMR-owned laptop computer containing ePHI was left unsecured in the back seat of an employee’s car. *See* 45 C.F.R. § 164.502(a).
- (ii) FIMR 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 FIMR, including the ePHI on the aforementioned laptop computer. *See* 45 C.F.R. § 164.308(a)(1)(ii)(A).
- (iii) FIMR failed to implement policies and procedures for granting access to ePHI by its workforce members. *See* 45 C.F.R. § 164.308(a)(4)(ii)(B).

- (iv) FIMR failed to implement physical safeguards for a laptop that contained ePHI to restrict access to unauthorized users. *See* 45 C.F.R. § 164.310(c).
- (v) FIMR failed to implement 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).
- (vi) FIMR failed to implement a mechanism to encrypt 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, concession or evidence of liability or wrongdoing by FIMR or of any fact or of any violation of any law, rule, or regulation, including any violation of the HIPAA Rules. This Agreement is made without trial or adjudication of any alleged issue of fact or law and without finding of liability of any kind, nor shall FIMR's agreement to undertake any obligation under this Agreement be construed as an admission of any kind, including with respect to the Covered Conduct.

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

5. Intention of Parties to Effect Resolution. This Agreement is intended to resolve OCR Transaction Number 12-148854 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 FIMR has agreed to pay HHS, the amount of \$3,900,000.00 ("Resolution Amount"). FIMR 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 that HHS agrees to furnish to FIMR on or before the Effective Date.

7. Corrective Action Plan. FIMR 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 FIMR breaches the CAP, and fails to cure the breach as set forth in the CAP, then FIMR 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 FIMR's performance of its obligations under this Agreement, HHS releases FIMR and its successors, heirs, transferees, assigns, subsidiaries, members, agents, directors, officers, affiliates and employees (collectively, the "FIMR Releasees"), from any actions it has or may have against the FIMR Releasees under the HIPAA Rules arising out of or related to the Covered Conduct identified in paragraph I.2 of this Agreement. Without limiting the foregoing, HHS does not release the FIMR Releasees from, nor waive any rights,

obligations, or causes of action available to HHS other than those arising out of or related to the Covered Conduct. 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. FIMR 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. FIMR 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 FIMR 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, including the FIMR Releasees, 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 hereof (the "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, FIMR agrees that the time between the Effective Date of this Agreement and the date the Agreement may be terminated by reason of FIMR's breach, plus one additional year thereafter, will not be included in calculating the six (6) year statute of limitations applicable to the Covered Conduct identified in paragraph I.2 of this Agreement. FIMR 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 to FIMR 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 ("FOIA"), and its implementing regulations, 45 C.F.R. Part 5; provided, however, that HHS will use its best efforts to prevent the disclosure of information, documents, and any other item produced by FIMR to HHS as part of HHS' review, to the extent such items are identified by FIMR as confidential and constitute trade secrets and/or confidential commercial or financial information that is exempt from turnover in response to a FOIA request 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 FIMR represents and warrants that he is authorized by FIMR 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 Feinstein Institute for Medical Research**

/s/

3/16/2016

\_\_\_\_\_  
Kevin J. Tracey  
President and Chief Executive Officer  
The Feinstein Institute for Medical Research

\_\_\_\_\_  
Date

**For Department of Health and Human Services**

/s/

3/16/2016

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

\_\_\_\_\_  
Date

**Appendix A**  
**CORRECTIVE ACTION PLAN**  
**BETWEEN THE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**THE FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH**

**I. Preamble**

The Feinstein Institute for Medical Research (hereinafter known as “FIMR”) 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, FIMR is entering into a Resolution Agreement (“Agreement”) with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. FIMR 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

FIMR 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:

Cynthia Hahn  
Chief Operating Officer  
The Feinstein Institute for Medical Research  
350 Community Drive  
Manhasset, New York 11030  
Voice Phone: (516) 562-2018  
chahn@northwell.edu

HHS has identified the following individual as its authorized representative and contact person to whom FIMR 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

FIMR and HHS agree to notify each other promptly 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 (the "Effective Date"). The period for compliance ("Compliance Term") with the obligations assumed by FIMR under this CAP shall begin on the Effective Date of this CAP and end three (3) years from the Effective Date unless HHS has notified FIMR under Section VIII hereof of its determination that FIMR 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 FIMR that it has determined that the breach has been cured. After the Compliance Term ends, FIMR shall still be obligated to submit the final Annual Report as required by Section VI and to comply with the document retention requirement in Section VII.

### **IV. Time**

In computing any period of time prescribed or allowed by this CAP, all days referred to shall be calendar days. The day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

### **V. Corrective Action Obligations**

FIMR agrees to take the corrective action steps specified below. To the extent necessary, FIMR shall collaborate with Northwell Health, and any entity controlled or owned by Northwell Health, to complete these corrective action steps.

#### **A. Security Management Process**

1. Within one hundred eighty (180) days of the Effective Date, FIMR shall conduct and provide to OCR an accurate, thorough, FIMR-wide risk analysis that incorporates all electronic equipment, including equipment purchased outside of its standard procurement process, data systems, and applications controlled, administered, or owned by FIMR and its workforce members, that contain, store, transmit or receive FIMR ePHI. As part of this process, FIMR shall develop a complete inventory of all electronic equipment, data systems, and applications that contain or store FIMR ePHI, including personally owned devices, if any, which will then be incorporated in its risk analysis. Upon

completion, FIMR shall submit the risk analysis to HHS for HHS' review, and either approval or disapproval, consistent with Section V.A.2, below.

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

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

4. HHS shall review and recommend changes to the aforementioned Risk Management Plan. Upon receiving HHS' recommended changes in writing, FIMR shall have sixty (60) days to provide HHS with a revised Risk Management Plan. This process shall continue until HHS provides final written approval of the Risk Management Plan. FIMR shall begin implementation of the Plan and distribute copies of the Plan to those workforce members involved with the implementation of the Plan. FIMR shall be responsible for implementing the Risk Management Plan within ninety (90) days of FIMR's receipt of final approval from HHS, or at such later date as is consistent with the Plan.

5. Once every twelve (12) months during the Compliance Term, FIMR will conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI held by FIMR, and document the security measures FIMR has implemented or is implementing that are sufficient to reduce the identified risks and vulnerabilities to a reasonable and appropriate level.

#### B. Implementation of Process for Evaluating Environmental and Operational Changes

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

#### C. Policies and Procedures

1. FIMR shall review and, to the extent necessary, revise, its current Privacy and Security Rules Policies and Procedures ("Policies and Procedures") based on the findings of the risk analysis and the remedial actions identified in the HHS-approved Risk Management Plan, as required by Section V.A

above. FIMR's Policies and Procedures must comply with the HIPAA Rules. FIMR's Policies and Procedures shall include, but not be limited to, the minimum content set forth in Section V.E.

2. FIMR shall provide the Policies and Procedures, consistent with paragraph 1 of this Section, to HHS within sixty (60) days of HHS' approval of the Risk Management Plan for review and approval. Upon receiving any recommended changes to the Policies and Procedures from HHS in writing, FIMR shall have thirty (30) days to revise them accordingly and provide the revised Policies and Procedures to HHS for its review and approval.

3. FIMR shall implement the Policies and Procedures within ninety (90) days of its receipt of final approval from HHS.

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

1. FIMR shall distribute the Policies and Procedures identified in Section V.C. to all current members of the workforce within sixty (60) days of HHS approval of such policies and to new members of the workforce within thirty (30) days of their commencement of FIMR workforce service.

2. FIMR shall require, at the time of distribution of the Policies and Procedures, a signed written or electronic initial compliance certification from all FIMR workforce members stating that the workforce members have read, understand, and shall abide by the Policies and Procedures.

3. FIMR shall assess, update, and revise, as necessary, the Policies and Procedures at least once every twelve (12) months during the Compliance Term (and more frequently, if appropriate). FIMR shall provide such revised Policies and Procedures to HHS for its review and approval. Upon receiving any recommended changes to the Policies and Procedures from HHS in writing, FIMR shall have sixty (60) days to revise such Policies and Procedures accordingly and provide the revised Policies and Procedures to HHS for its review and written approval. Within sixty (60) days of the effective date of any approved material revisions, FIMR shall distribute the revised Policies and Procedures to all members of its workforce, and to new workforce members as required by Section V.D.1, and shall require new compliance certifications.

4. FIMR shall not provide 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.

#### E. 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. Security Management Process- 45 C.F.R. § 164.308(a)(1)(i)
3. Information Access Management- 45 C.F.R. § 164.308(a)(4)
4. Workstation Security- 45 C.F.R. § 164.310(c)

5. Device and Media Controls- 45 C.F.R. § 164.310(d)
6. Encryption and Decryption- 45 C.F.R. §§ 164.312(a)(2)(iv) and 164.312(e)(2)(ii)

#### F. Reportable Events

During the Compliance Term, FIMR shall, upon receiving information that a FIMR workforce member (or FIMR business associate) may have failed to comply with its Privacy, Security or Breach Notification Rule Policies and Procedures, promptly investigate this matter. If FIMR determines, after review and investigation, that a member of its workforce, or a business associate that has agreed to comply with the Policies and Procedures under Section V.D.3, has failed to comply with these Policies and Procedures, FIMR shall notify HHS within thirty (30) days in writing. 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 FIMR plans to take to address the matter to mitigate any harm, and to prevent it from recurring, including application of appropriate sanctions against workforce members who failed to comply with its Privacy, Security, or Breach Notification Rule Policies and Procedures.

#### G. Training

1. FIMR shall provide HHS with training materials addressing the requirements of the Privacy, Security, and Breach Notification Rules, intended to be used for all workforce members within sixty (60) days of final HHS approval of the Policies and Procedures required by Section V.C above.
2. Upon receipt of final written approval from HHS specifying any required changes, FIMR shall make the required changes and provide revised training materials to HHS within thirty (30) days.
3. Upon receipt of final approval from HHS, FIMR shall provide training using the approved training materials for all workforce members within ninety (90) days of HHS' approval and at least every twelve (12) months thereafter. FIMR shall also provide such training to each workforce member within thirty (30) days of the commencement of such workforce member's service and, in the case of a workforce member who is absent from work at the time of such training because of a disability, a leave of absence, or similar circumstances, within thirty (30) days of such workforce member's return to work.
4. Each 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. FIMR shall review the training once every twelve (12) months during the Compliance Term 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. FIMR shall not provide access to ePHI to any workforce member if that member has not signed or provided the written or electronic certification required by paragraph 4 of this Section within a reasonable period of time after completion of such training.

## **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.C., FIMR 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 FIMR attesting that the Policies and Procedures are being implemented and have been distributed to all appropriate members of the workforce, and that FIMR has obtained all of the compliance certifications in accordance with paragraphs V.D.2 and V.D.3;
2. A copy of all training materials used for the training required by this CAP, as well as 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 FIMR attesting that all workforce members have completed the initial training required by this CAP and have executed the training certifications required by Section V.D.2;
4. An attestation signed by an owner or officer of FIMR listing all locations owned or controlled by FIMR (including the suite, street and mailing addresses of such locations), 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 FIMR 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 Compliance Term shall be referred to successively as the "Reporting Periods." FIMR also shall submit to HHS Annual Reports with respect to the status of and findings regarding FIMR's compliance with this CAP for each of the three (3) Reporting Periods. FIMR 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 FIMR attesting that it is obtaining and maintaining written or electronic training certifications from all workforce members that require training that they received training pursuant to the requirements set forth in this CAP;

3. A summary of Reportable Events (defined in Section V.F) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

4. An attestation signed by an owner or officer of FIMR 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**

FIMR 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**

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

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

FIMR 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 FIMR constitutes a breach of the Agreement. Upon a determination by HHS that FIMR has breached this CAP, HHS may notify FIMR of: (1) FIMR’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 identified in paragraph I.2 of the Agreement and any other conduct that constitutes a violation of the HIPAA Rules (“Notice of Breach and Intent to Impose CMP”).

C. FIMR’s Response. FIMR 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. FIMR 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 30-day period, but that: (a) FIMR has begun to take action to cure the breach; (b) FIMR is pursuing such action with due diligence; and (c) FIMR has provided to HHS a reasonable timetable for curing the breach.

D. Imposition of CMP. If at the conclusion of the 30-day period, FIMR 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 FIMR pursuant to 45 C.F.R. Part 160 for any violations of the HIPAA

Rules for 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 FIMR in writing of its determination to proceed with the imposition of a CMP.

**For The Feinstein Institute for Medical Research**

/s/

3/16/2016

\_\_\_\_\_  
Kevin J. Tracey  
President and Chief Executive Officer  
The Feinstein Institute for Medical Research

\_\_\_\_\_  
Date

**For United States Department of Health and Human Services**

/s/

3/16/2016

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

\_\_\_\_\_  
Date