

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 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. Northeast Radiology, P.C. (“NERAD”), which is a professional corporation that provides clinical services at medical imaging centers, meets the definition of “covered entity” under 45 C.F.R. § 160.103 and therefore is required to comply with the HIPAA Rules. NERAD is a healthcare provider that uses electronic data interchange technology to electronically transmit insurance claims and remittance advices for healthcare services rendered.
 - C. HHS and NERAD shall together be referred to herein as the “Parties.”
2. Factual Background and Covered Conduct. HHS initiated an investigation of NERAD pursuant to a breach notification report filed by NERAD in March 2020. OCR’s investigation revealed that NERAD experienced a breach in its Picture Archiving and Communication Systems (PACS) server when it discovered that unauthorized individuals accessed data from NERAD’s PACS, which is used to store radiology images. The information stored in the PACS included electronic protected health information (ePHI). HHS’s investigation indicated potential violations of the following provision (“Covered Conduct”):
 - a. The requirement to conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI held by the covered entity. *See* 45 C.F.R. § 164.308(a)(1)(ii)(A).
3. No Admission. This Agreement is not an admission, concession, or evidence of liability by NERAD.
4. No Concession. This Agreement is not a concession by HHS that NERAD 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 20-377009, 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

1. **Payment.** HHS has agreed to accept, and NERAD has agreed to pay HHS, the amount of **\$350,000** ("Resolution Amount"). NERAD agrees to pay the Resolution Amount in one lump sum on the Effective Date of this Agreement as defined in paragraph II.9 by automated clearing house transaction pursuant to written instructions to be provided by HHS.
2. **Corrective Action Plan.** NERAD 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 NERAD breaches the CAP and fails to cure the breach as set forth in the CAP, then NERAD will be in breach of this Agreement and HHS will not be subject to the Release set forth in paragraph II.3 of this Agreement.
3. **Release by HHS.** In consideration of and conditioned upon NERAD's performance of its obligations under this Agreement, HHS releases NERAD from any actions it may have against NERAD 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 NERAD from, nor waives 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.
4. **Agreement by Released Parties.** NERAD 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. NERAD 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.
5. **Binding on Successors.** This Agreement is binding on NERAD and its successors, heirs, transferees, and assigns.
6. **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.
7. **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.
8. **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.

9. 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”).
10. 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, NERAD agrees that the time between the Effective Date of this Agreement (as set forth in Paragraph 9) and the date the Agreement may be terminated by reason of NERAD’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. NERAD 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.
11. 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.
12. 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.
13. Authorizations. The individual(s) signing this Agreement on behalf of NERAD represents and warrant that they are authorized by NERAD 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 Northeast Radiology, P.C.

/s/

12/27/2024

 Howard Lee, M.D.
 President
 Northeast Radiology P.C.

 Date

For the United States Department of Health and Human Services

/s/

01/06/2025

 Michael Leoz
 Regional Manager, Pacific Region
 U.S. Department of Health and Human Services
 Office for Civil Rights

 Date

Appendix A
CORRECTIVE ACTION PLAN
BETWEEN THE
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
NORTHEAST RADIOLOGY, P.C.

I. Preamble

Northeast Radiology, P.C. (“NERAD”) 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, NERAD is entering into a Resolution Agreement (“Agreement”) with HHS, and this CAP is incorporated by reference into the Agreement as Appendix A. NERAD enters into this CAP as part of consideration for the release set forth in paragraph II.3 of the Agreement. Capitalized terms without definition in this CAP shall have the same meaning assigned to them under the Agreement.

II. Contact Persons and Submissions

A. Contact Persons

NERAD 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 (“NERAD Contact”) is:

Jennifer Breuer, Partner
Faegre Drinker Biddle & Reath LLP
320 South Canal Street, Suite 3300
Chicago, Illinois 60606, USA

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

Christina Fathi, Investigator
Office for Civil Rights, Pacific Region
U. S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103

NERAD and HHS agree to promptly notify each other of any changes in the contact person 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, 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 II.9 of the Agreement (“Effective Date”). The period for compliance (“Compliance Term”) with the obligations assumed by NERAD under this CAP shall begin on the Effective Date of this CAP and end (2) years from the Effective Date, unless HHS has notified NERAD under section VIII hereof of its determination that NERAD breached this CAP. In the event of such a notification by HHS under section VIII hereof, the Compliance Term shall not end until HHS has notified NERAD that it has determined that the breach has been cured. After the Compliance Term ends, NERAD 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 NERAD’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

NERAD agrees to the following:

A. Conduct Risk Analysis

1. NERAD shall conduct an accurate and thorough Risk Analysis of potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information (ePHI) held by NERAD. The risk analysis shall include all ePHI created, received, maintained, or transmitted by NERAD, and include but not be limited to, ePHI stored on or accessed by electronic information systems, networks, and applications administered or controlled by NERAD. As part of this process, NERAD shall develop a complete inventory of all electronic equipment, data systems, off-site data storage facilities, and applications that contain or store ePHI held by NERAD, which will then be incorporated in its Risk Analysis.
2. NERAD shall provide the Risk Analysis, consistent with section V.A.1. to HHS within ninety (90) days of the Effective Date for HHS’s review.
3. Within sixty (60) days of its receipt of NERAD’s Risk Analysis, HHS will inform NERAD in writing as to whether HHS approves the Risk Analysis or HHS requires

revisions. If HHS requires revisions to the Risk Analysis, HHS shall provide NERAD with a written explanation of the basis of its revisions, including comments and recommendations that NERAD can use to prepare a revised Risk Analysis.

4. Upon receiving HHS's notice of required revisions, if any, NERAD shall have sixty (60) days to revise the Risk Analysis accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the Risk Analysis in its reasonable discretion.
5. NERAD shall review the Risk Analysis annually (or more frequently, if appropriate) and shall promptly update the Risk Analysis in response to environmental or operational changes affecting the security of ePHI. Following an update to the Risk Analysis, NERAD shall assess whether its existing security measures are sufficient to protect its ePHI and revise its Risk Management Plan, Policies and Procedures, and/or training materials and implement additional security measures, as needed.

B. Develop and Implement Risk Management Plan

1. NERAD shall develop an enterprise-wide Risk Management Plan to address and mitigate any and all risks and vulnerabilities identified in the Risk Analysis specified in section V.A. above. The Risk Management Plan shall include a process and timeline for NERAD's implementation, evaluation, and revision of its risk remediation activities.
2. Within sixty (60) days of HHS's final approval of the Risk Analysis described in section V.A. above, NERAD shall submit a Risk Management Plan to HHS for HHS's review and approval.
3. Within sixty (60) days of receipt of NERAD's Risk Management Plan, HHS will inform NERAD in writing as to whether HHS approves the Risk Management Plan or HHS requires revisions. If HHS requires revisions to the Risk Management Plan, HHS shall provide NERAD with a written explanation of the basis of its revisions, including comments and recommendations, that NERAD can use to prepare a revised Risk Management Plan.
4. Upon receiving HHS's notice of required revisions, if any, NERAD shall have sixty (60) days to revise the Risk Management Plan accordingly and forward for review and approval. This process shall continue until HHS approves the Risk Management Plan in its reasonable discretion.
5. Within sixty (60) days of HHS's approval of the Risk Management Plan, NERAD shall finalize and officially adopt the Risk Management Plan in accordance with its applicable administrative procedures. NERAD shall then begin implementation of any steps to mitigate the risks and vulnerabilities as determined by the Risk Management Plan.

C. Implement Process to Review Records of Information System Activity Review

1. NERAD shall develop a written process (“Process”) to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports that affect the security of NERAD’s ePHI.
2. Within sixty (60) days of HHS’s final approval of the Risk Management Plan described in section V.B.1. above, NERAD shall submit NERAD’s Process to HHS for HHS’s review. HHS shall approve the Process, or, if necessary, require revisions to the Process.
3. Within ninety (90) days of receipt of NERAD’s Process, HHS will inform NERAD in writing as to whether HHS approves the Process or HHS requires revisions. If HHS requires revisions to the Process, HHS shall provide NERAD with a written explanation of the basis of its revisions, including comments and recommendations that NERAD can use to prepare a revised Process.
4. Upon receiving HHS’s notice of required revisions, if any, NERAD shall have sixty (60) days to revise the Process accordingly and forward for review and approval. This process shall continue until HHS approves the Process in its reasonable discretion.
5. Within sixty (60) days of HHS’s approval of the Process, NERAD shall finalize and officially adopt the Process in accordance with its applicable administrative procedures. NERAD shall then begin implementation of the Process.

D. Policies and Procedures

1. NERAD shall develop, maintain and revise, as necessary, its written policies and procedures to comply with the Federal standards that govern the privacy and security of individually identifiable health information (45 C.F.R. Part 160 and Subparts A, C, and E of Part 164, the “Privacy Rule” and “Security Rule”), and the Federal standards for notification in the case of breach of unsecured protected health information (45 Part 160 and Subparts A and D of 45 C.F.R. Part 164, the “Breach Notification Rule”). NERAD’s policies and procedures shall include, but not be limited to, the minimum content set forth in section V.F.
2. NERAD shall provide the policies and procedures identified in section V.D.1. above to HHS for review within ninety (90) days of NERAD’s implementation of its HHS-approved Risk Management Plan.
3. Within sixty (60) days of its receipt of NERAD’s submitted policies and procedures, HHS will inform NERAD whether it requires revision to the submitted policies and procedures.
4. Upon receiving any recommended changes to such policies and procedures from HHS to achieve compliance with the HIPAA Rules, NERAD shall have forty-five (45) days to revise such policies and procedures and provide the revised policies and procedures to HHS for review. This process shall continue until HHS confirms that

such policies and procedures comply with the requirements of the HIPAA Rules as determined by HHS in its reasonable discretion.

5. Within thirty (30) days after receiving HHS's final approval of any revisions to the policies and procedures described in this section, NERAD shall officially adopt and implement the policies and procedures pursuant to its established administrative procedures.

E. Distribution and Updating of Policies and Procedures

1. NERAD shall distribute the policies and procedures identified in section V.D. to appropriate members of its workforce and relevant business associates within thirty (30) days of HHS approval of such policies and procedures and to new members of the workforce within thirty (30) days of their beginning of service.
2. NERAD shall require, at the time of distribution of such revised policies and procedures, a signed written or electronic initial compliance certification from all appropriate members of its workforce stating that the workforce members have read, understand, and shall abide by such policies and procedures.
3. NERAD shall assess, update, and revise, as necessary, the policies and procedures at least annually or as needed. NERAD shall provide any such revised policies and procedures to HHS for review and approval. Within thirty (30) days of the Effective Date of any approved substantive revisions, NERAD shall distribute such revised policies and procedures to appropriate members of its workforce and relevant business associates and shall require new compliance certifications.
4. NERAD shall not provide access to PHI to any workforce member if that workforce member has not signed or provided the written or electronic certification required by paragraph 2 of this section.

F. Minimum Content of the Policies and Procedures

The policies and procedures subject to this CAP shall include and be limited to policies and procedures that address the following Security Rule and Privacy Rule provisions:

Security Rule Provisions:

1. Risk Analysis - 45 C.F.R. § 164.308(a)(1)(ii)(A)
2. Risk Management - 45 C.F.R. § 164.308(a)(1)(ii)(B)
3. Business Associate Contracts and Other Arrangements - 45 C.F.R. § 164.308(b)(1)

Privacy Rule Provisions:

1. Uses and Disclosures of Protected Health Information - 45 C.F.R. §§ 164.502 - 164.514

G. Training

1. Within thirty (30) days of HHS's final approval of the policies and procedures required by section V.D. of this CAP, NERAD shall augment its existing HIPAA and Security Training Program ("Training Program") for all NERAD workforce members who have access to PHI. The Training Program shall include general instruction on compliance with NERAD's HIPAA policies and procedures. NERAD shall submit its proposed training materials on the policies and procedures to HHS for its review and approval. HHS shall approve, or, if necessary, require revisions to NERAD's Training Program.
2. Upon receiving HHS's notice of required revisions, if any, NERAD shall have sixty (60) days to revise the Training Program accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the Training Program in its reasonable discretion.
3. Within sixty (60) days after receiving HHS's final approval of the Training Program and at least every 12 months thereafter, NERAD shall provide training to all appropriate workforce members who have access to PHI within thirty (30) days of their beginning of service and in accordance with NERAD's applicable administrative procedures for training.
4. NERAD shall keep records in written or electronic form of the training provided to each workforce member who is required to attend training. The training records shall specify the date training was received. All training materials shall be retained in compliance with section VII of this CAP.
5. NERAD 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 developments.

H. Reportable Events

During the Compliance Term, in the event NERAD receives information that a workforce member subject to the policies and procedures adopted by NERAD under section V.D. may have failed to comply with those policies and procedures, NERAD shall promptly investigate the matter. If NERAD determines, after such investigation, that during the Compliance Term a member of its workforce subject to the policies and procedures adopted by NERAD under section V.D. failed to materially comply with those policies and procedures resulting in sanctions to the workforce member, NERAD shall notify HHS in writing within fourteen (14) days and in the Annual Report, as set forth in section VI.B. Such violations shall be known as Reportable Events. The report to HHS 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 NERAD 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 Rule policies and procedures.

3. If no Reportable Events occur during the Compliance term, NERAD shall so inform HHS in the Annual Report and Implementation Report as specified in section VI below.

VI. Implementation Report and Annual Reports

A. Implementation Report. Within one hundred twenty (120) days after the receipt of HHS's approval of the Risk Management Plan, Process, policies and procedures, and training materials consistent with section V above, NERAD shall submit a written report with the documentation described below to HHS summarizing the status of its implementation of this CAP for review and approval. This report, known as the "Implementation Report," shall include:

1. An attestation signed by an officer of NERAD attesting that the policies and procedures submitted to HHS under section V of this CAP: (a) have been adopted; (b) are being implemented; and (c) have been distributed to all appropriate workforce members;
2. An attestation signed by an officer of NERAD attesting that NERAD is implementing its Process;
3. 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;
4. An attestation signed of any officer of NERAD attesting that he or she has made a reasonable inquiry regarding training and believes that, upon such inquiry, all members of the workforce have completed the initial training required by this CAP and have executed the training certifications required by section V.G.4;
5. An attestation signed by an officer of NERAD listing all NERAD locations (including mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, and attesting that he or she has made a reasonable inquiry regarding CAP obligations and believes that, upon such inquiry, each location has complied with the obligations of this CAP; and
6. An attestation signed by an officer of NERAD 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 Compliance Term shall be referred to as a "Reporting Period." Within sixty (60) days after the close of the Reporting Period, NERAD shall submit a report or reports to HHS regarding NERAD's compliance with this CAP for the Reporting Period ("Annual Report"). NERAD 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 officer of NERAD attesting that it is obtaining and maintaining written documentation that all persons that require training have received training pursuant to the requirements set forth in this CAP;
3. A summary of the annual review of NERAD's Risk Analysis, as required by section V.A. above, and revisions, if any to NERAD's Risk Management Plan, Policies and Procedures, training materials, and implemented security measures as required by section V above;
4. A copy of any and all documentation related to its Process as required by section V.C. above;
5. A summary/description of all material engagements between NERAD and third-party consultants or advisors, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, if different from what was submitted as part of the Implementation Report;
6. A summary of Reportable Events (defined in section V.H.), if any, the status of any corrective and preventative action(s) relating to all such Reportable Events, or an attestation signed by an officer or director of NERAD stating that no Reportable Events occurred during the Compliance Term; and
7. An attestation signed by an officer of NERAD 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

NERAD 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

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

- A. Timely Written Requests for Extensions. NERAD 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. HHS shall determine whether to grant any such requests in its sole discretion, which will not unreasonably be withheld.

- B. Notice of Breach of this CAP and Intent to Impose CMP. The Parties agree that a material breach of this CAP by NERAD constitutes a breach of the Agreement. Upon a determination by HHS that NERAD has materially breached this CAP, HHS may notify NERAD of: (1) NERAD’s breach; and (2) HHS’s intent to impose a CMP pursuant to 45 C.F.R. Part 160, 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”), including the amount of such CMP.
- C. NERAD’s Response. NERAD shall have thirty (30) days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS’s satisfaction that:
1. NERAD is in compliance with the obligations of the CAP that HHS cited as the basis for the breach;
 2. The alleged breach has been cured; or
 3. The alleged breach cannot be cured within the thirty (30) day period, but that NERAD: (a) has begun to take action to cure the breach; (b) is pursuing such action with due diligence; and (c) has provided to HHS a reasonable timetable for curing the breach.

Imposition of CMP. If at the conclusion of the thirty (30) day period, NERAD fails to meet the requirements of section VIII.C. of this CAP to HHS’s reasonable satisfaction, HHS may proceed with the imposition of a CMP against NERAD pursuant to the rights and obligations set forth in 45 C.F.R. Part 160 for any violations of the HIPAA Rules applicable to 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 NERAD 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 Northeast Radiology P.C.

/s/	12/27/2024
Howard Lee, M.D.	Date
President	
Northeast Radiology, P.C.	

For the United States Department of Health and Human Services

/s/	01/06/2025
Michael Leoz	Date
Regional Manager, Pacific Region	
U.S. Department of Health and Human Services	
Office for Civil Rights	