

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. Peachstate Health Management, Inc. d/b/a AEON Clinical Laboratories (Peachstate), which is a covered entity, as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules. Peachstate is a CLIA-certified laboratory, which provides, among other things, clinical and genetic testing services mainly through its publicly-traded parent company, AEON Global Health Corporation (AGHC).

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

2. Factual Background and Covered Conduct. On January 7, 2015, the U.S. Department of Veterans Affairs (VA) reported a breach of unsecured protected health information (PHI) involving the VA’s Telehealth Services Program managed by its business associate, Authentidate Holding Corporation (AHC). On August 31, 2016, OCR initiated a compliance review of AHC to determine its compliance with the Privacy and Security Rules related to the breach (transaction number 16-247815). During the compliance review, it was learned that AHC and Peachstate had earlier entered into a “reverse merger” on January 27, 2016, whereby AHC acquired Peachstate. As a result, OCR opened a compliance review into the clinical laboratories of Peachstate to assess the clinical laboratories’ compliance with the Privacy and Security Rules (transaction number 18-288838). HHS’ investigation of transaction number 18-288838 indicated potential violations of the following provisions (“Covered Conduct”):

A. Peachstate failed to conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic PHI held by Peachstate. (*See* 45 C.F.R. § 164.308(a)(1)(ii)(A)).

B. Peachstate failed to implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level identified in its risk analysis or assessment. (*See 45 C.F.R. § 164.308(a)(1)(ii)(B)*).

C. Peachstate failed to implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI. (*See 45 C.F.R. § 164.312(b)*).

D. Peachstate failed to maintain policies and procedures to comply with Subpart C in written (which may be electronic) form and to maintain written (which may be electronic) record of any action, activity, or assessment required by Subpart C or these policies and procedures. (*See 45 C.F.R. § 164.316(b)*).

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

4. No Concession. This Agreement is not a concession by HHS that Peachstate is not in violation of the HIPAA Rules and not liable for civil money penalties (“CMPs”).

5. Intention of Parties to Effect Resolution. This Agreement is intended to resolve OCR Transaction Number: 18-288838 and any potential 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 Peachstate has agreed to pay HHS, the amount of **\$25,000** (“Resolution Amount”). Peachstate agrees to pay the Resolution Amount on the Effective Date of this Agreement as defined in paragraph II.14 by pursuant to written instructions to be provided by HHS.

7. Corrective Action Plan. Peachstate 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 Peachstate breaches the CAP, and fails to cure the breach as set forth in the CAP, then Peachstate 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 Peachstate’s performance of its obligations under this Agreement, HHS releases Peachstate from any actions it may have against Peachstate 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 Peachstate 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. Peachstate 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. Peachstate 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 Peachstate 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 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, Peachstate agrees that the time between the Effective Date of this Agreement (as set forth in Paragraph 14) and the date the Agreement may be terminated by reason of Peachstate’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. Peachstate waives and will not plead any statute of limitations, laches, or similar defenses to any administrative action relating to the Covered Conduct identified in paragraph I.2 that is filed by HHS within the time period set forth above, except to the extent that such defenses would have been available had an administrative action been filed on the Effective Date of this Agreement.

16. Disclosure. HHS places no restriction on the publication of the Agreement.

17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

18. Authorizations. The individual(s) signing this Agreement on behalf of Peachstate represent and warrant that they are authorized by Peachstate 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 Peachstate Health Management, LLC

/s/

04/28/2021

Paul S. Suda
General Counsel
Peachstate Health Management, LLC d/b/a AEON Clinical Laboratories

Date

For the United States Department of Health and Human Services

/s/

04/28/2021

Marisa M. Smith, Ph.D.
Regional Manager
Office for Civil Rights, Southwest Region

Date

Appendix A
CORRECTIVE ACTION PLAN

BETWEEN THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

**PEACHSTATE HEALTH MANAGEMENT, LLC D/B/A/ AEON CLINICAL
LABORATORIES**

C. Preamble

Peachstate Health Management, LLC d/b/a AEON Clinical Laboratories (Peachstate) 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, Peachstate is entering into a Resolution Agreement (“Agreement”) with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. Peachstate 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

D. Contact Persons

Peachstate 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:

Paul S. Suda
General Counsel
Peachstate Health Management, LLC d/b/a AEON Clinical Laboratories
2225 Centennial Drive
Gainesville, GA 30504

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

Marisa M. Smith, Ph.D.
Regional Manager
Office for Civil Rights, Southwest Region
1301 Young Street, Suite 1169
Dallas, Texas 75202
Phone: 214-767-6973
Fax: 214-767-0432
Email: marisa.smith@hhs.gov

Peachstate and HHS agree to promptly notify each other of any changes in the contact persons or the other information provided above.

- E. 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 Peachstate 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 Peachstate under Section VII hereof of its determination that Peachstate breached this CAP. In the event HHS notifies Peachstate of a breach under section VII hereof, the Compliance Term shall not end until HHS notifies Peachstate that HHS has determined Peachstate failed to meet the requirements of section VII.C of this CAP and issues a written notice of intent to proceed with an imposition of a civil money penalty against Peachstate pursuant to 45 C.F.R. Part 160. After the Compliance Term ends, Peachstate 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 Peachstate’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

Peachstate agrees to the following:

F. Conduct an Enterprise-wide Risk Analysis

1. Peachstate shall conduct a comprehensive, enterprise-wide risk analysis of the security threats and vulnerabilities of all electronic PHI created, received, maintained or transmitted by Peachstate, including all electronic media, workstations, and information systems owned, controlled or leased by Peachstate, which store or can access electronic PHI. As part of this process, Peachstate shall develop a complete inventory of all electronic equipment, data systems, and applications that contain or store ePHI which will then be incorporated in its risk analysis.

2. The risk analysis shall be forwarded to HHS for review and approval within 90 days of the Effective Date. HHS shall approve, or, if necessary, require revisions to Peachstate's risk analysis.

3. Upon receiving HHS's notice of required revisions, if any, Peachstate shall have 30 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.

4. Peachstate shall review the risk analysis annually. Peachstate shall also promptly update the risk analysis in response to environmental or operational changes affecting the security of electronic PHI. Following an update to the risk analysis, Peachstate shall assess whether its existing security measures are sufficient to protect its electronic PHI, and revise its risk management plan, policies and procedures, and training materials, as needed.

G. Develop and Implement a Risk Management Plan

1. Peachstate shall develop a risk management plan to address and mitigate any security threats and vulnerabilities identified in the risk analysis specified in paragraph V.A.1.

2. The risk management plan shall be forwarded to HHS for review and approval within 90 days of the Effective Date. HHS shall approve, or, if necessary, require revisions to Peachstate's risk management plan.

3. Upon receiving HHS's notice of required revisions, if any, Peachstate shall have 30 days to revise the risk management plan accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the risk management plan.

4. Within 30 days of HHS's approval of the risk management plan, Peachstate shall finalize and officially adopt the risk management plan in accordance with its applicable administrative procedures.

C. Policies and Procedures

1. Peachstate shall develop, maintain, and revise, as necessary, its written policies and procedures ("policies and procedures") to comply with the Federal standards that govern the privacy and security of individually identifiable health information and to address any threats and vulnerabilities to the electronic PHI identified in the risk analysis and risk management plan required by Sections V.A and V.B.

2. Within 30 days of HHS's approval of the risk analysis and risk management plan identified in Sections V.A and V.B, Peachstate shall provide such policies and procedures, consistent with paragraph 1 above, to HHS for review and approval. Upon receiving any required changes to such policies and procedures from HHS, Peachstate shall have 30 days to revise the policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval. This process shall continue until HHS approves such policies and procedures.

D. Distribution and Updating of Policies and Procedures

1. Peachstate shall distribute the policies and procedures identified in Section V.C., to all members of the workforce within 30 days of HHS's approval of such policies and to new members of the workforce within 15 days of the beginning of service.

2. Peachstate shall require, at the time of distribution of the 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. Peachstate shall assess, update, and revise, as necessary, the policies and procedures at least annually. Peachstate shall provide the revised policies and procedures to HHS for review and approval. Within 30 days of the effective date of any approved substantive revisions by HHS, Peachstate shall distribute such revised policies and procedures to all members of its workforce, and shall require new compliance certifications.

4. Peachstate shall not provide any member of its workforce with access to PHI if that workforce member has not signed or provided the written or electronic certification required by paragraphs 2 and 3 of this section.

E. Reportable Events

H. During the Compliance Term, Peachstate shall, upon learning that a workforce member likely failed to comply with its policies and procedures described in Section V.C.1, promptly investigate this matter. If Peachstate, after review and investigation, determines that a member of its workforce has failed to comply with its policies and procedures, Peachstate shall report such events to HHS as provided in Section VI.B.4. Such violations shall be known as Reportable Events. The report to HHS shall include the following:

I. A complete description of the event, including the relevant facts, the persons involved, and the applicable provision(s) of Peachstate's Privacy, Security, and Breach Notification policies and procedures; and

b. A description of the actions taken and any further steps Peachstate plans to take to address the matter, to mitigate any harm, and to prevent it from recurring, including application of any appropriate sanctions against workforce members who failed to comply with its Privacy, Security, and Breach Notification policies and procedures.

2. If no Reportable Events occur during the Compliance term, Peachstate shall so inform HHS in the Implementation Report as specified in Section VI below.

F. Training

1. Peachstate shall provide HHS with training materials on the privacy and security of PHI for all members of the workforce that have access to PHI within 30 days of the receiving HHS's final approval of policies and procedures described in Section V.C.
2. Upon receiving notice from HHS specifying any required changes, Peachstate shall make the required changes and provide revised training materials to HHS within 30 days.
3. Within 30 days after receiving HHS's final approval and at least every 12 months thereafter, Peachstate shall provide training for each workforce member who has access to PHI. Peachstate shall also provide such training to each new member of the workforce who has access to PHI within 15 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. Peachstate 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.

G. Monitoring

1. Designation of Independent Monitor. Within 60 days of the Effective Date, Peachstate shall designate an individual or entity, to be a monitor and to review Peachstate's compliance with this CAP. The Monitor must certify in writing that it has expertise in compliance with the HIPAA Security Rule and is able to perform the reviews described below in a professionally independent fashion taking into account any other business relationships or other engagements that may exist. Within the above-referenced time period, Peachstate shall submit the name and qualifications of the designated individual or entity to HHS for HHS's approval. Upon receiving such approval, Peachstate shall enter into an agreement with the Monitor for the reviews specified below.
2. Retention of Records. The Monitor and Peachstate shall retain and make available to HHS, upon request, all work papers, supporting documentation, correspondence, and draft reports, including those exchanged between the Monitor and Peachstate, related to the reviews. Peachstate 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.
3. Description of Monitor Reviews. The Monitor reviews shall address and analyze Peachstate's compliance with this CAP. The Monitor will assist Peachstate in conducting assessments to ensure the implementation specifications as described in the Security Rule to prevent, detect, and respond to potential risks and vulnerabilities within its environment. The

Monitor will assist in the collection of data to serve as evidence of the effectiveness of Peachstate's compliance program. The Monitor will further define and recommend the tools to assist Peachstate in protecting the PHI it creates, receives, maintains, and transmits. In addition, the Monitor will recommend security measures to ensure the confidentiality, integrity, and availability of PHI received, created, maintained, and transmitted within Peachstate's enterprise-wide job related functions that involve exposure to PHI within its environment.

4. Monitor Review Reports and Response. The Monitor shall prepare a quarterly report based on the reviews it has performed and provide such report to HHS and Peachstate. Peachstate shall prepare a response to the report and provide such response to HHS and the Monitor. The Monitor shall immediately report any significant violations of the CAP to HHS and Peachstate, and Peachstate shall prepare a response, including a plan(s) of correction, and provide such response to HHS and the Monitor.

5. Monitor Removal/Termination. If Peachstate intends to terminate any Monitor during the course of the engagement, Peachstate must submit a notice explaining its reasons to HHS prior to the termination, unless exigent circumstances require immediate termination. Peachstate must engage a new Monitor in accordance with this CAP within 30 days of terminating the previous Monitor. In the event HHS has reason to believe that a Monitor does not possess the expertise, independence, or objectivity required by this CAP, or has failed to carry out its responsibilities as set forth in this CAP, HHS may, at its sole discretion, require Peachstate to engage a new Monitor in accordance with this CAP. Prior to requiring Peachstate to engage a new Monitor, HHS shall notify Peachstate of its intent to do so and provide a written explanation of why HHS believes such a step is necessary.

6. Validation Review. In the event HHS has reason to believe that: (a) the Monitor reviews or reports fail to conform to the requirements of this CAP; or (b) the Monitor report results are inaccurate, HHS may, at its sole discretion, conduct its own review to determine whether the Monitor reviews or reports complied with the requirements of the CAP and/or are inaccurate ("Validation Review").

7. The use of a monitor does not affect HHS's authority to investigate complaints or conduct compliance reviews itself of Peachstate's responsibilities under 45 C.F.R. Part 160, Subpart C.

VI. Implementation Report and Annual Reports

A. Implementation Report. Within 60 days after HHS approves the policies and procedures specified in Section V.C.1 above, Peachstate shall submit a written report with the documentation described below to HHS for review and approval ("Implementation Report"). The Implementation Report shall include:

1. An attestation signed by an owner or officer of Peachstate attesting that the policies and procedures are being implemented, have been distributed to all appropriate members of the workforce, and that Peachstate has obtained all of the compliance certifications required by Sections V.D.2 and V.D.3;

2. A copy of all training materials used for the training required by Section V.F, 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 Peachstate 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.F.4;

4. The engagement letter with the Monitor, a summary description of all engagements between Peachstate and the Monitor, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, and the proposed start and completion dates of the first Monitor Review;

5. A copy of the certification from the Monitor regarding its professional independence from Peachstate as required by Section V.G.1;

6. An attestation signed by an owner or officer of Peachstate listing all Peachstate locations (including locations and mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, and an attestation that each location has complied with the obligations of this CAP; and

7. An attestation signed by an owner or officer of Peachstate stating that he or she has reviewed the Implementation Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

B. Annual Reports. The one-year period beginning on the Effective Date and each subsequent one-year period during the course of the period of compliance obligations shall be referred to as “the Reporting Periods.” Peachstate also shall submit to HHS and the Monitor Annual Reports with respect to the status of and findings regarding Peachstate’s compliance with this CAP for each of the three Reporting Periods. Peachstate shall submit each Annual Report to HHS no later than 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 Peachstate attesting that it is obtaining and maintaining written training certifications from all persons that require training that they received training pursuant to the requirements set forth in this CAP;

3. A summary/description of all engagements between Peachstate and the Monitor, 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;

4. A summary of Reportable Events (defined in Section V.E.1) 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 Peachstate 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

Peachstate 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.

J. Timely Written Requests for Extensions

Peachstate 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 days prior to the date such an act is required or due to be performed. This requirement may be waived by OCR 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 Peachstate constitutes a breach of the Agreement. Upon a determination by HHS that Peachstate has breached this CAP, HHS may notify Peachstate of: (1) Peachstate’s breach; and (2) HHS’s intent to impose a 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. Peachstate’s Response. Peachstate shall have 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. Peachstate 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) Peachstate has begun to take action to cure the breach; (b) Peachstate is pursuing such action with due diligence; and (c) Peachstate has provided to HHS a reasonable timetable for curing the breach.

D. Imposition of CMP. If at the conclusion of the 30 day period, Peachstate fails to meet the requirements of this CAP to HHS’s satisfaction, HHS may proceed with the imposition of a CMP against Peachstate 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 Peachstate in writing of its determination to proceed with the imposition of a CMP pursuant to 45 C.F.R. Part 160.

For Peachstate Health Management, Inc. d/b/a AEON Clinical Laboratories

/s/

04/28/2021

Paul S. Suda
General Counsel
Peachstate Health Management, Inc. d/b/a AEON Clinical Laboratories

Date

For United States Department of Health and Human Services

/s/

04/28/2021

Marisa M. Smith, Ph.D.
Regional Manager
Office for Civil Rights, Southwest Region

Date