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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF KINGS

13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA,**
15 Plaintiff,
16
17 **v.**
18 **ADVENTIST HEALTH HANFORD; AND**
19 **DOES 1 THROUGH 25,**
20 Defendant.

Case No. 24CL0659
[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION

21 Plaintiff, the People of the State of California (“the People” or “Plaintiff”), appearing
22 through its attorney, Rob Bonta, Attorney General of the State of California, by Hayley Penan,
23 Deputy Attorney General, and Karli Eisenberg and David Jones, Supervising Deputy Attorneys
24 General, and Defendant Hanford Community Hospital, dba Adventist Health Hanford
25 (“ADVENTIST” or “DEFENDANT”), appearing through its attorney, White Canepa LLP,
26 having stipulated to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by
27 the Court without the taking of proof and without trial or adjudication of any fact or law, and with
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1 all parties having waived their right to appeal, and the Court having considered the matter and
2 good cause appearing:

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

4 **I. PARTIES AND JURISDICTION**

5 This Court has jurisdiction over the allegations and subject matter of the People’s
6 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
7 this Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant to and
8 subject to the Unfair Competition Law, Business and Professions Code section 17200 et seq.
9 (“UCL”), the California Confidentiality of Medical Information Act (“CMIA”) codified in Civil
10 Code section 56.10 et seq., the Health Insurance Portability and Accountability Act of 1996 (Pub.
11 L. 104-191 (Aug. 21 1996) 110 Stat. 1936), the regulations promulgated under these chapters and
12 sections, and Article I, section 1 of the California Constitution.

13 **II. DEFINITIONS**

14 The following terms in this Judgment shall have these meanings:¹

15 1. ADVENTIST means Hanford Community Hospital, dba Adventist Health Hanford,
16 which is a hospital located in Hanford, California that is part of Adventist Health, a faith-based,
17 nonprofit integrated health system.

18 2. EFFECTIVE DATE means the day that this Judgment is entered by the Court.

19 3. HIPAA means the Health Insurance Portability and Accountability Act of 1996 (Pub.
20 L. 104-191 (Aug. 21, 1996) 110 Stat. 1936) and includes its implementing regulations (42 C.F.R.
21 §§ 160, 162, and 164).

22 4. ADVENTIST PERSONNEL means any persons within the State of California, who
23 are current or former salaried employees, hourly employees, and independent contractors, as well
24 as any individuals performing work as temporary employees for ADVENTIST, and any persons
25 who performed work for ADVENTIST’S benefit and at ADVENTIST’S direction regardless of
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27 ¹ Except where otherwise expressly defined in this Judgment, all terms shall be interpreted
28 consistently with, Civil Code section 56 et seq., Health and Safety Code sections 1280.18 and
1280.15, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191 (Aug.
21 1996) 110 Stat. 1936), and the regulations promulgated under these chapters and sections.

1 whether they did so for compensation or not. ADVENTIST PERSONNEL does not mean non-
2 employee physicians who have medical staff privileges to practice medicine at Adventist, who
3 perform work for the benefit of patients and who do not act at ADVENTIST’S direction.

4 5. PATIENT means any natural person, whether or not still living, who received
5 healthcare services from ADVENTIST and to whom PHI pertains.

6 6. PROTECTED HEALTH INFORMATION or PHI means a paper, printed,
7 handwritten, or electronic document that contains any individually identifiable information about
8 a PATIENT, in possession of or derived from ADVENTIST regarding a PATIENT’S medical
9 history, mental or physical condition, treatment, billing, or insurance information. “Individually
10 identifiable” means that the medical information includes or contains any element of personal
11 identifying information sufficient to allow identification of the individual, such as the
12 PATIENT’S name, address, electronic mail address, telephone number, or social security number,
13 or other information that, alone or in combination with other publicly available information,
14 reveals the individual’s identity. PHI may include objects that have printed individually
15 identifiable information about a PATIENT on them, including, but not limited to, labeled
16 prescription bottles or hospital identification bracelets.

17 **III. COMPLIANCE PROVISIONS**

18 7. Pursuant to Business and Professions Code section 17203, ADVENTIST shall
19 comply with the provisions of the California Confidentiality of Medical Information Act
20 (“CMIA”), Civil Code section 56.10 et seq., the Health Insurance Portability and Accountability
21 Act of 1996 (Pub. L. 104-191 (Aug. 21 1996) 110 Stat. 1936), and the regulations promulgated
22 under these chapters and sections.

23 8. Nothing in this Judgment alters the requirements of federal or state law to the extent
24 they offer greater protection to PATIENTS or consumers.

25 9. The provisions of this Judgment shall apply to ADVENTIST, as well as its
26 subsidiaries, its successors and the assigns of all or substantially all of the assets of its businesses;
27 and its directors, officers, employees, agents, associates and representatives of each of them.
28

1 10. ADVENTIST shall continue to annually train all ADVENTIST PERSONNEL who
2 interact with PATIENTS or handle PATIENT PHI regarding the requirements of CMIA and
3 HIPAA, pursuant to the training requirements outlined in HIPAA and consistent with industry
4 best practices, including, but not limited to, all best practices and guidance from the U.S.
5 Department of Health and Human Services.

6 11. ADVENTIST shall continue to maintain policies and procedures to protect PATIENT
7 PHI from access by or disclosure to third parties, including law enforcement, without written
8 PATIENT authorization for the access or disclosure or justification pursuant to one of the
9 enumerated exceptions under CMIA, HIPAA, or California Penal Code sections 1543-1545.

10 12. On an annual basis, ADVENTIST shall continue to train all ADVENTIST
11 PERSONNEL who interact with PATIENTS or handle PHI in the performance of their work
12 regarding PHI policies and procedures, including, but not limited to, those governing the
13 collection, handling, storage, use, and disclosure of PHI. ADVENTIST shall continue to provide
14 such training to new ADVENTIST PERSONNEL that handle PHI within thirty (30) calendar
15 days of the new ADVENTIST PERSONNEL'S first date of employment. As part of the PHI
16 training, ADVENTIST shall continue to include the following:

- 17 a. A summary of the PHI policies and procedures, including, but not limited to,
18 those governing the collection, handling, storage, use, and disclosure of PHI;
- 19 b. An explanation that compliance with PHI procedures is mandatory and failure
20 to follow them can result in disciplinary action, up to and including termination;
- 21 c. A detailed explanation of the limited situations, outlined in HIPAA and CMIA,
22 under which ADVENTIST PERSONNEL may disclose PATIENT PHI to third
23 parties without prior written patient authorization, including disclosures to the
24 Kings County Coroner's Office as required by Government Code § 27491.
25 This explanation shall clarify that other than in these specific statutorily
26 delineated situations, ADVENTIST PERSONNEL are prohibited from sharing
27 PATIENT PHI related to law enforcement or other third parties without written
28 PATIENT authorization; and

- 1 d. Contact information for the anonymous telephone and electronic submission
2 Hotline described in paragraph 13 so that ADVENTIST PERSONNEL may
3 anonymously notify of any actual or suspected failures to comply with the PHI
4 procedures or this Judgment.
- 5 e. Contact information for any legal counsel or compliance personnel or related
6 ADVENTIST department(s) that ADVENTIST PERSONNEL may contact for
7 information regarding HIPAA or CMIA compliance, including inquiries from
8 law enforcement.

9 13. ADVENTIST shall continue to maintain telephone and electronic submission
10 hotline(s) (the “Hotline”) to permit ADVENTIST PERSONNEL and/or PATIENTS and/or
11 members of the public to anonymously report suspected unlawful disclosures or mishandling of
12 PHI or other violations of CMIA, HIPAA, or other applicable laws. ADVENTIST shall continue
13 to publish its Hotline contact information to its PERSONNEL and PATIENTS. ADVENTIST
14 shall maintain a record of each complaint made to the Hotline regarding health privacy violations
15 and documentation regarding any investigation or response related to such complaints.

16 14. On an annual basis, ADVENTIST shall continue to provide to all ADVENTIST
17 PERSONNEL who handle PHI a paper or electronic copy of ADVENTIST’S PHI procedures,
18 including the specific provisions relating to access by or disclosure to third parties, including law
19 enforcement, without written PATIENT authorization. In addition, ADVENTIST’S PHI
20 procedures must continue to be readily accessible to all ADVENTIST PERSONNEL in electronic
21 format, with the ability to print upon request.

22 15. ADVENTIST shall revise its PHI training materials, policies, and Notice of Privacy
23 Practices documents to clarify when PATIENT PHI may be disclosed to third parties, including
24 law enforcement, without the PATIENT’S consent pursuant to HIPAA, CMIA, and other
25 California laws governing privacy. ADVENTIST shall submit the draft language to the Attorney
26 General’s Office within thirty calendar (30) days of the EFFECTIVE DATE.

1 16. ADVENTIST shall continue to subject any ADVENTIST PERSONNEL who fail to
2 comply with the provisions of HIPAA and CMIA to appropriate disciplinary action, up to, and
3 including, termination.

4 17. ADVENTIST shall report to the Attorney General’s Office any unauthorized
5 disclosures of PATIENT PHI to law enforcement without the PATIENT’S prior written
6 authorization, within ten (10) calendar days of the unauthorized disclosure, detailing the CMIA or
7 HIPAA exception ADVENTIST believes applies, if any. This notification shall be sent to Deputy
8 Attorney General Hayley Penan by email and regular mail as detailed in paragraph 25. This
9 requirement does not apply to disclosures to the Kings County Coroner’s Office as required by
10 Government Code section 27491.

11 18. ADVENTIST shall continue to comply with the Confidentiality of Medical
12 Information Act (“CMIA”) (codified at Civil Code section 56 et seq.), Health and Safety Code
13 sections 1280.18 and 1280.15, and the Health Insurance Portability and Accountability Act of
14 1996 (Pub. L. 104-191 (Aug. 21, 1996) 110 Stat. 1936), including the regulations promulgated
15 under these chapters and sections.

16 19. ADVENTIST agrees that it shall not make unauthorized disclosures of PATIENT
17 PHI to third parties, including law enforcement, without explicit PATIENT authorization or as
18 authorized by Government Code Government Code § 27491 or pursuant to one of the enumerated
19 exceptions under CMIA or HIPAA.

20 **IV. MONETARY PROVISIONS**

21 20. Pursuant to Business and Professions Code sections 17206 and pursuant to the
22 agreements reflected herein, ADVENTIST shall pay the amount of \$10,000 DOLLARS.
23 Payment shall be made by wire transfer to the California Attorney General’s Office pursuant to
24 instructions provided by the California Attorney General’s Office, no later than thirty (30) days
25 after the EFFECTIVE DATE.

26 **V. RELEASE**

27 21. By entry of this Judgment and following full payment of the amount due as set forth
28 in paragraph 20, ADVENTIST and its affiliates, subsidiaries, divisions, successors, agents, or

1 representatives is released and discharged from and against any and all civil claims by the
2 California Attorney General pursuant to Article I, Section 1 of the California Constitution, the
3 UCL, CMIA, and HIPAA, as well as any regulations promulgated under those statutes known that
4 arise from conduct set forth in the Complaint occurring on or prior to the Effective Date of this
5 Judgment, specifically including any further claims for penalties, attorneys' fees, or costs of
6 investigation.

7 **VI. ADDITIONAL GENERAL PROVISIONS**

8 22. This Court retains jurisdiction of this matter for purposes of construction,
9 modification, and enforcement of this Judgment.

10 23. Nothing in this Judgment shall be construed as relieving ADVENTIST of its
11 obligations to comply with all state and federal laws, regulations, or rules, or as granting
12 permission to engage in any acts or practices prohibited by such law, regulation, or rule.

13 24. ADVENTIST shall use reasonable efforts to notify their officers, directors,
14 employees, agents, and contractors responsible for carrying out and effecting the terms of this
15 Judgment and the requirements therein.

16 25. Notices and reports under this Judgment shall be served by email and regular mail as
17 follows:

18 To the People or People's counsel:

19 Hayley Penan
20 Karli Eisenberg
21 David Jones
22 Healthcare Rights and Access Section
23 California Attorney General's Office
24 1300 I Street, Suite 125
25 P.O. Box 944255
26 Sacramento, CA 94244-2550
27 Email: Hayley.Penan@doj.ca.gov
28 Email: Karli.Eisenberg@doj.ca.gov
Email: David.Jones@doj.ca.gov

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To ADVENTIST:
Candice Blevins
Director of Quality & Risk Management
Adventist Health Hanford
115 Mall Drive
Hanford, CA 93230
Email: BlevinC1@ah.org

William M. White, Esq.
White | Canepa LLP
7690 North Palm Avenue, Suite 105
Fresno, CA 93711
Email: wwhite@whitecanepa.com

26. The clerk is directed to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Hanford, California, this ____ day of June, 2024.

JUDGE OF THE SUPERIOR COURT