

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

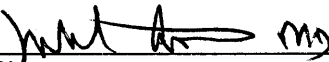
MICHAEL ARATON MD
Name of 504 Person - Type or Print

MICHAEL ARATON MD
Name of Contractor(s) - Type or Print

455 PETTIS AVENUE
Street Address or P.O. Box

MOUNTAIN VIEW, CA 94041
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

CONTRACTOR, SOLE PROPRIETOR
Title of Authorized Official

5/11/09
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	MICHAEL ARATOW MD	Phone:	650 906 6117
Contact Person:	SEE ABOVE	Fax:	
Address:	455 BETTS AVENUE MOUNTAIN VIEW, CA 94041		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature
4/29/09
Date

MICHAEL ARATOW MD
Name
CHIEF MEDICAL INFORMATION OFFICER
Title

County Counsel Review Form

Date: May 1, 2009
To: Glenn Levy
From: Joy Cheechov, ext 4739
Subject: Dr. Michael Aratow Agreement Review and Approval

Contractor: Dr. Michael Aratow

Maximum Amount: \$160,232

Rate of Payment: \$132/Hour

No changes on the standard Agreement form

The following sections have been changed on the "standard" Agreement:

[REDACTED]		

Modifications (Please specify modifications to be made below. Use additional paper if needed.):

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

J. M. Uf
Signature

5/8/09
Date

21 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
12 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
RH insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3



Policy Number: 57 SBM RH1221 DX

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: MICHAEL ARATOW
(No., Street, Town, State, Zip Code)
455 PETTIS AVE
MOUNTAIN VIEW CA 94041

Policy Period: From 01/01/09 To 01/01/10 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: HEFFERNAN INSURANCE BROKERS/PHS
Code: 101077

Previous Policy Number: 57 SBM RH1221

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$2,158

Countersigned by *Christine R. Gas* Authorized Representative 11/07/08
Date

01186
*1100257RH12210110



SPECTRUM POLICY DECLARATIONS (Continued)
POLICY NUMBER: 57 SBM RH1221

Location(s), Building(s), Business of Named insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

455 PETTIS AVE
MOUNTAIN VIEW CA 94041

Description of Business:
CONSULTANT - COMPUTER

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES NO COVERAGE
OUTSIDE THE PREMISES NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM RH1221

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**TECHNOLOGY SERVICES COVERAGE
FORM SS 40 58**

*1100257RH12210110 01187



SPECTRUM POLICY DECLARATIONS (Continued);
POLICY NUMBER: 57 SBM RH1221

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS
LIABILITY COVERAGE IN THIS POLICY.**

LOCATION: 001 BUILDING: 001

TYPE: PERSON/ORGANIZATION:

**NAME: COUNTY OF SAN MATEO C/O 139 WALTER
PALO ALTO CA 90329**

RENEWAL
Auto Policy Declarations

Summary

NAMED INSURED(S)

Michael & Sandra Aratow
Allison Aratow
455 Pettis Ave
Mountain View CA 94041-1829

YOUR ALLSTATE AGENT IS

Daniel Lorber
(650) 322-5191

467 Hamilton Ave #24
Palo Alto CA 94301

YOUR BILL

lists your payment options.

POLICY NUMBER

6 99 037774 02/17

POLICY PERIOD

Feb. 17, 2009 to Aug. 17, 2009 at 12:01 a.m. standard time

Allstate Indemnity Company

Policy Number : 6 99 037774 02/17
 Policy Effective Date: Feb. 17, 2009

Your Agent: Daniel Lorber (650) 322-5191

COVERAGE FOR VEHICLE # 1

1989 Porsche

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance		Not Applicable	\$192.57
• Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence		
• Property Damage	\$100,000 each occurrence		
Uninsured Motorists Insurance for Bodily Injury	\$1,000,000 each person \$1,000,000 each accident	Not Applicable	\$15.22
Coordinated Medical Protection	\$5,000 each person	See Note Below	\$8.93
Auto Collision Insurance Waiver of deductible applies	Actual Cash Value	\$500	\$149.11
Auto Comprehensive Insurance	Actual Cash Value	\$500	\$57.14
Rental Reimbursement Coverage	up to \$20 per day for a maximum of 30 days	Not Applicable	\$13.68
Sound System Coverage	\$1,000 each occurrence	\$50	\$42.00
Total Premium for 89 Porsche			\$478.65

DISCOUNTS Your premium for this vehicle reflects the following discounts:

Good Driver	20%	Multiple Policy	\$7.33
Distinguished Driver	\$59.32	Loyalty Discount	\$41.45

NOTE

Coordinated Medical Protection is excess over other medical insurance. A deductible of \$2,000 per person will apply to you or a resident relative not covered by a primary medical plan.

RATING INFORMATION

Your premium is determined based on certain information, including the following:
 The estimated number of miles that this vehicle is driven annually is 12,000 - 12,999. This vehicle is driven 10-20 miles to work/school, married male licensed 33 years

If any of the information shown above is incorrect or if it changes in the future, please notify Allstate promptly. A change in the information could result in a premium adjustment.

CONTRACT INSURANCE APPROVAL

DATE: 5/11/09
TO: Faiza Steele FAX: 363-4864 PONY: HRD 163
FROM: Joy Cheechov
PHONE: 363-4739 FAX: 363-7800 PONY: ISD120

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Michael Aratow, M.D.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Consulting Services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	#1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Claudia Soria for Faiza Steele 5/11/09
Faiza Steele Date
Risk Management Analyst