

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
TATA INFOTECH**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Tata Infotech, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of database administration, database analysis, application programming and other high-level professional technical services necessary to maintain system operations.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services & Payment Schedule
Attachment H—HIPAA Business Associate requirements.
Attachment I – Equal Benefits Compliance Declaration

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "A," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A."

Contractor warrants that it will provide personnel with appropriate skills, who will perform the Services in a skilful and workmanlike manner. The sole remedy that the County has in case of breach of this warranty shall be to seek replacement of concerned personnel with personnel having similar skills, within a reasonable time.

Contractor further warrants that the Deliverables as identified in an SOW shall, at the time of delivery, conform substantially to the relevant specification mutually agreed upon in writing. This warranty shall extend to County alone and none other. County's sole remedy and Contractor's sole liability for breach of the aforesaid warranty shall be those specifically provided for in the relevant SOW.

SAVE AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES, SOFTWARE AND DOCUMENTATION PROVIDED. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, AND FURTHER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR LOSS OF DATA OR OTHER CONSEQUENCES AS A RESULT OF PROVIDING SERVICES/SOFTWARE UNDER THIS AGREEMENT.

In no event shall the County's total fiscal obligation under this Agreement exceed four hundred ninety-nine thousand two hundred dollars, (\$499,200).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 11, 2004 through June, 30, 2005.

This Agreement may be terminated by Contractor, the Human Services Agency Director or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit.

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Kathryn Ciamaro, Director of Automation
Human Services Agency
400 Harbor Blvd, Bldg C
Belmont, CA 94002
Phone: 650-802-7578

In the case of Contractor, to:

Preeti Nangia, Director
Business Development
Tata Infotech Limited
600 West Germantown Pike
Plymouth Meeting, PA 19462
Phone: 610-940-1705
Cell: 408-569-7378

16. Non-Solicitation: County shall not, without prior written consent of the Contractor, offer any employment or other form of engagements, directly or indirectly to any of the employees of the Contractor, during the period of the Contract and for a minimum period of three (3) years thereafter.
17. Force majeure: The Contractor shall not be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond Contractor's reasonable control including, but not limited to, act of God, fire, flood, war, riots, embargoes, strikes, lockouts, acts of terrorism, acts of any Government authority, failure of communication lines, power failure, accidents or disruption of operation arising from causes not attributable to any malafide acts of Contractor, failure or delay in performance by Contractor's source of supply due to such force majeure reasons, etc.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

|| Preeti Nangia
Director – Business Development
Tata Infotech Limited

Preeti Nangia

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate

Services & Payment Schedule
Tata Infotech Agreement
May 11, 2004 through June 30, 2005

Statement of Work

Task Narrative

The Contractor will provide appropriately skilled resources to support the County staff in maintaining, enhancing, monitoring and tuning of various applications including the SHARP data warehouse (SHARP), DAISY Alcohol and Other Drug System (DAISY), Health Insurance Telecenter-Imaging (HIT-Imaging and Intranet), CalWIN County Information Server (CalWIN) and Homeless Management Information System (HMIS). This Statement of Work also includes support of the issues management process, including logging issues (trouble calls) and the processing of fixes, including coding, testing, implementation and documentation as per the technical development process.

The specific tasks that will be performed by the Contractor staff can be categorized into the following main categories:

- I. Database Analysis and Maintenance Tasks
- II. Extraction Transformation and Load Tasks
- III. Knowledge Transfer Tasks

Each of these tasks is explained in more detail below:

I. Database Analysis and Maintenance Tasks

- Provide required number of database instances for production, training, development and testing purposes.
- Analyze, plan and implement changes in the size of databases due to ordinary fluctuations in business growth.
- Maintain the data dictionary and data models.
- Comply with logical and physical database standards to support change requests.
- Implement performance-enhancing modifications:
 - Tune and reorganize database as required to maintain system performance requirements and in accordance with a schedule.
 - Create indices and make recommendations on methods to optimize application performance.
- Monitor and provide performance utilization tracking reports on database performance and space utilization.
- Routinely backup the application database and restore if necessary:

- Routine maintenance and modification of application database archive processes and procedures.
- Execute periodic data archiving process according to archiving procedures.

II. Extraction Transformation and Load Tasks

- Design and develop logical and physical data models for the Data Warehouse.
- Perform conversion activities for the HMIS project.
- Understand and develop business process & requirements as it pertains to data within the Data Warehouse.
- Responsible for source system analysis, data transformation, loading, validation for data marts, operational data store and data warehouse.
- Interface with users, project managers and DBAs to ensure that implemented solutions satisfy business requirements and are delivered in a timely manner.
- Develop ETL process to load and maintain several data marts.
- Document, test, implement and provide ongoing support for applications in the data warehouse environment.
- Act as expert technical resource to development staff in all phases of the development and implementation process.

III. Knowledge Transfer Tasks

The Contractor staff will conduct a structured program to transition to the County's staff, within the constraints of the County's ability to provide its own resources for knowledge transfer. Knowledge transfer activities will focus on three areas, as outlined below.

Mentoring – The County will identify staff appropriately trained in various technologies such as Oracle, Informatica, Microsoft ASP and COM+, for obtaining knowledge transfer. These individuals will be tasked with working side by side with Contractor staff to learn the configuration and administration of these components. The Contractor staff will work with the County Project Manager to develop a mentorship program including:

- Identifying pre-requisite skills and training for County staff.
- Identifying a prioritized list of roles and responsibilities to be assumed by County staff.
- Specific mentor/mentee relationships with clearly defined goals.
- Timelines and milestones for the knowledge transfer process.

Knowledge Transfer Library – Contractor will develop an on-line library for all knowledge transfer documentation and will be responsible for validating, testing, documenting and publishing all processes, procedures and scripts required to ensure consistent reliable execution of routine daily maintenance and issue response and management.

Co-location of Staff – The Contractor staff shall be physically located in close proximity to the County staff. Planning and routine status meetings will be held at the HSA facility

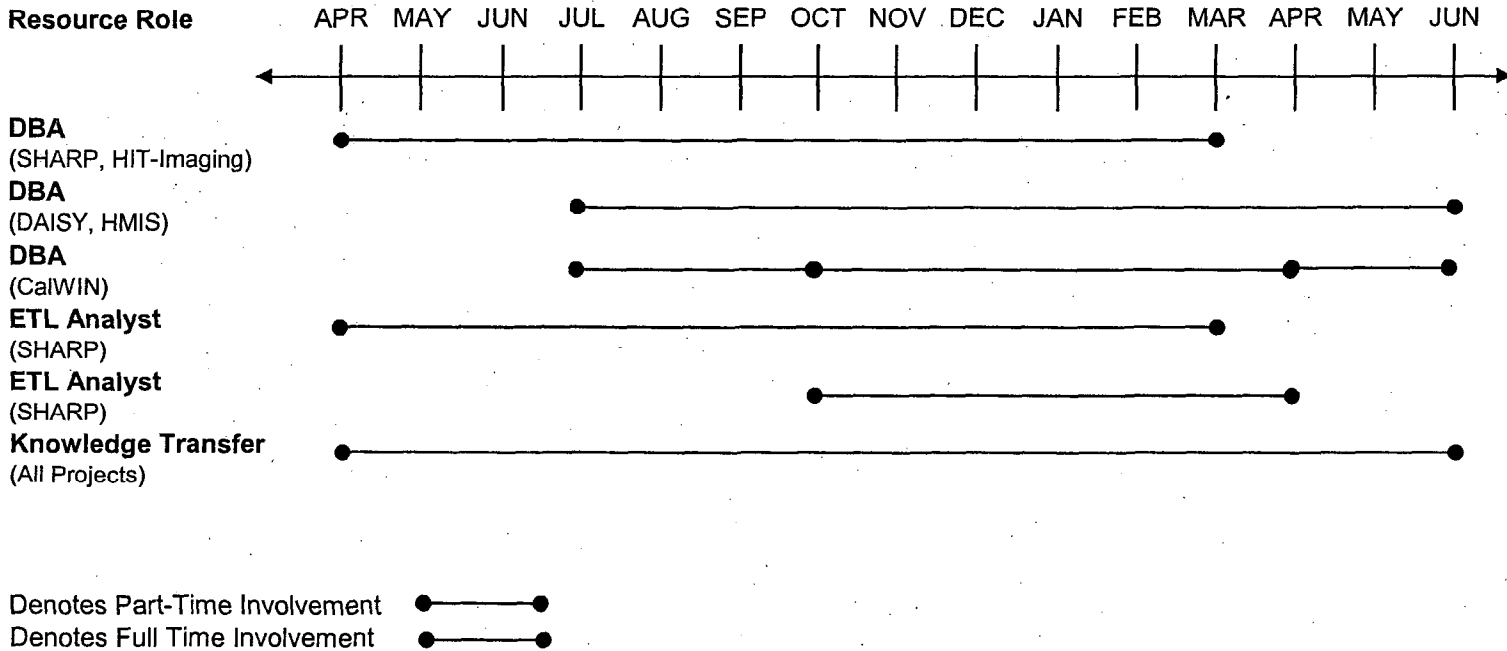
at Harbor Boulevard. This facility will be the primary work site for the Contractor staff involved in the activities specified in this Statement of Work.

The above mentioned tasks will be performed for the following County projects:

Tasks	SHARP	DAISY	HMIS	CalWIN	HIT-Imaging
Database Analysis and Maintenance Tasks	X	X	X	X	X
Extraction Transformation & Load Tasks	X		X		
Knowledge Transfer Tasks	X	X	X	X	X

Timeline and Payment Schedule

The timeline below shows the staffing schedule for Tata Infotech to conduct the tasks detailed in Sections I – III.



The total amount of the project will not exceed \$499,200 for the scope of services as described in this Statement of Work. The length of the involvement of the Contractor will be for a period of 14 months from May 11, 2004. The Contractor will bill the County subject to approval of the deliverables according to the payment schedule in the table below.

Deliverables	Deliverable Schedule*	Cost per Deliverable	Total Cost
Monthly Status Report	Every Month	\$41,600	\$499,200
Knowledge Transfer Library – Part I	Oct, 2004	N/A	N/A
Knowledge Transfer Library – Part II	Mar, 2004	N/A	N/A

*All Deliverables are due at the end of the specified month.

Number of and key qualifications of resources provided by the Contractor by task are included below:

Tasks	Key Qualifications	Number of Resources
Database Analysis and Maintenance Tasks	<ul style="list-style-type: none"> • 5+ years of database management experience • Oracle certified DBA • Proficient in the management and optimization/tuning of relational databases • Knowledge of database design fundamentals. 	2 ½
Extraction Transformation & Load Tasks	<ul style="list-style-type: none"> • 3+ years of data warehousing and ETL experience • 3+ years of experience with Informatica • Familiar with data warehousing concepts such as star schemas, dimensions, measures, and dimensional modeling techniques including slowly changing dimensions. 	1 ½

At least half of the above staff of the Contractor will have more than 1 year of technical consulting services experience in a Human Services Agency or a Social Services Agency, in addition to key qualifications.

Assumptions

Contractor has developed this statement of work with the following assumptions.

- The Contractor assumes a project start date of May 11, 2004. The length of the project will be for a period of 14 months from the project start date.
- Review and comments on deliverables by County representatives will occur in a cooperative, timely (Deliverable Review will be for a period of 5 working days), and ongoing manner.

- The cost proposal for professional services is valid till May 31, 2004.
- Contractor assumes that all County technical resources receiving a knowledge transfer will have baseline knowledge of the appropriate tools and technologies.
- County will provide the facilities, hardware and software including PCs, printers, fax, connectivity to the Local Area Network and the Internet, office supplies, etc. to the Contractor staff.
- Contractor staff will always remain under the direction of the Contractor Project Manager.

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 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. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *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.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

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 at the request of the County 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.

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.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Tata Infotech Limited
 Contact Person: Preeti Nangia
 Address: 600 West Germantown Pike, Suite 400
Plymouth Meeting, PA 19462
 Phone Number: 610 940 1705
 Fax Number: 215 754 4891

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

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.

Executed this 16th day of APRIL 2004 at Plymouth Meeting PA,
 (City) (State)

Preeti Nangia
 Signature

Preeti Nangia
 Name (Please Print)

Director-Business Development

 Title

**SAN MATEO COUNTY
MEMORANDUM**

DATE: April 19, 2004

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Carla Damante FAX: 596-3478 PONY: HSA 210

SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME: Tata Infotech Ltd.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

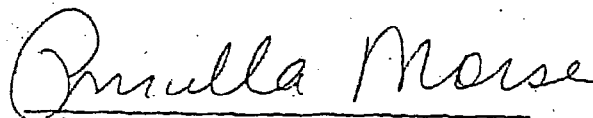
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor will provide to the Human Services Agency database administration, database analysis, application programming and other high-level professional technical services necessary to maintain system operations.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m/2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1m	<input checked="" type="checkbox"/>	<input 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:


 Risk Management Signature

4-19-04
 Date