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2 Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging  
3 Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of  
4 CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the  
5 same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR  
6 with respect to such information.

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
8 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
9 subcontractors in violation of this Personal Information Privacy and Security Contract.

10 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
11 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
12 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the  
13 disclosure of DHCS PI or PII to such subcontractors or other agents.

14 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
15 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
16 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS  
17 PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS  
18 with a list of all employees, contractors and agents who have access to DHCS PII, including employees,  
19 contractors and agents of its subcontractors and agents.

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
21 COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA  
22 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,  
23 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to  
24 the affected individual(s).

25 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR  
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII  
27 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and  
28 PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit  
29 E to the Agreement.

30 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
31 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
32 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
33 communicating on security matters with the COUNTY.

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