



















































































































































































































1 | complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange  
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 Contract 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  
17 | DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
18 | DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
19 | employees, 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 Contract, 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 Breach of unsecured DHCS PI  
28 | and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,  
29 | Exhibit B to the Contract.

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.

34 | //  
35 | //  
36 | //  
37 | //