

1 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
3 CMPPA Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS,
4 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements
5 to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
6 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
7 Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of
8 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
9 same requirements for privacy and security safeguards for confidential data that apply to
10 CONTRACTOR with respect to such information.

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

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

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

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

29 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
30 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
31 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
32 and PII or security incident in accordance with subparagraph F, of the Business Associate Contract,
33 Exhibit B to the Contract.

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