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2 TO AGREEMENT FOR PROVISION OF  
3 AB 109 RESIDENTIAL TREATMENT SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC.  
8 JULY 1, 2019 THROUGH JUNE 30, 2022  
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY REQUIREMENTS**

11 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in  
12 effect or as amended.

13 A. DEFINITIONS

14 1. “Security incident” shall mean unauthorized use, disclosure and/or acquisition of electronic  
15 and/or computerized personal information that compromises the security, confidentiality, or integrity of  
16 personal information maintained by CONTRACTOR in connection with this Agreement.  
17 “Compromises the security, confidentiality, or integrity” shall include, but not limited to, modification  
18 and/or destruction of personal information, as well as disabling interference with system operations in  
19 an information system that processes, maintains or stores personal information. Good faith acquisition  
20 of personal information by an employee or agent of the CONTRACTOR for legitimate business  
21 purposes of the CONTRACTOR is not a breach of the security of the system, provided that the personal  
22 information is not used or subject to further unauthorized disclosure.

23 2. “Personal information” shall mean either of the following:

24 a. An individual’s first name or first initial and last name in combination with any one or  
25 more of the following data elements, when either the name or the data elements are not encrypted:

- 26 1) Social security number.
- 27 2) Driver’s license number or California identification card number.
- 28 3) Account number or credit or debit card number, in combination with any required  
29 security code, access code, or password that would permit access to an individual's financial account.
- 30 4) Medical information.
- 31 5) Health insurance information.
- 32 6) Information or data collected through the use or operation of an automated license  
33 plate recognition system, as defined in Section 1798.90.5.

34 b. A user name or email address, in combination with a password or security question and  
35 answer that would permit access to an online account.

36 c. “Personal information” does not include publicly available information that is lawfully  
37 made available to the general public from federal, state, or local government records.



1 3. "Medical information" means any information regarding an individual's medical history,  
2 mental or physical condition, or medical treatment or diagnosis by a health care professional, including  
3 the CONTRACTOR.

4 4. "Health Insurance information" shall mean an individual's health insurance policy number  
5 or subscriber identification number, any unique identifier used by a health insurer to identify the  
6 individual, or any information in an individual's application and claims history, including any appeals  
7 records.

8 5. "Encrypted" shall mean rendered unusable, unreadable, or indecipherable to an  
9 unauthorized person through a security technology or methodology generally accepted in the field of  
10 information security.

11 B. REQUIREMENTS

12 1. CONTRACTOR may use or disclose personal information regarding this Agreement only  
13 for the purpose of performing the functions, activities, and/or services that are set forth in this  
14 Agreement.

15 2. CONTRACTOR shall implement appropriate and reasonable administrative, technical, and  
16 physical safeguards in order to effectively prevent a security incident. This includes developing,  
17 maintaining and applying a written personal information privacy and security policy that is designed to  
18 effectively prevent a security incident of personal information regarding this Agreement, and includes  
19 specific administrative, technical and physical safeguards that are appropriate to the size and complexity  
20 of CONTRACTOR's operations and the nature and scope of its activities, which incorporate, at a  
21 minimum, the following requirements:

22 (a) The personal information and privacy policy is in compliance with the standards set  
23 forth in HIPAA and its implementing regulations at 45 C.F.R. Parts 160 and 164.

24 (b) The personal information and privacy policy provides a level and scope of security that  
25 is at least comparable to the level and scope of security established by the OMB in OMB Circular No.  
26 A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines  
27 for automated information systems in Federal agencies.

28 (c) CONTRACTOR's personal information privacy and security policy shall include a  
29 mechanism for the discovery of any security incident in connection with personal information regarding  
30 this Agreement.

31 (d) To the extent CONTRACTOR is a covered entity under HIPAA and its implementing  
32 regulations, CONTRACTOR's personal information privacy and security policy shall meet all  
33 requirements as set forth in HIPAA and its implementing regulations.

34 3. CONTRACTOR shall ensure that any of CONTRACTOR's agents or subcontractors who  
35 perform any functions and/or services pursuant to this Agreement agree and adhere to the same  
36 requirements set forth in this Exhibit.

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1 4. CONTRACTOR shall provide a copy of its personal information privacy and security  
2 policy to COUNTY upon request by COUNTY.

3 5. To the extent CONTRACTOR reasonably believes or has reason to believe that a security  
4 incident has occurred in connection with any personal information regarding this Agreement,  
5 CONTRACTOR shall mitigate, to the extent practicable, any actual and/or potential harmful effect that  
6 are reasonably known to CONTRACTOR in connection with such personal information.  
7 CONTRACTOR shall provide evidence of such mitigation efforts to COUNTY upon request by  
8 COUNTY.

9 7. CONTRACTOR shall make personal information regarding this Agreement available to  
10 COUNTY for purpose of payment by COUNTY for the function, activities and/or services  
11 CONTRACTOR has agreed to provide under this Agreement, for purpose of payment-related oversight,  
12 audit and inspection by COUNTY, and/or for purpose of COUNTY's response to a request for such  
13 personal information by a health oversight agency as specified in 45 C.F.R § 164.512(d).

14 8. CONTRACTOR shall provide a notification, no later than three (3) business days, of any  
15 security incident to COUNTY upon discovery of the security incident, providing specific information  
16 about the nature and extent of the security incident.

17 9. CONTRACTOR shall designate an individual to implement and oversee the  
18 implementation of CONTRACTOR's personal information privacy and security policy, and who shall  
19 be responsible for carrying out the requirements set forth in this Exhibit and for communicating with  
20 COUNTY any matter related to this Exhibit.

21 C. The requirements set forth in this Exhibit are material to this Agreement, and  
22 CONTRACTOR's failure to comply with any of its provisions shall constitute ground for breach of this  
23 Agreement by CONTRACTOR and reason for termination of this Agreement for cause by COUNTY.

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