

1 | complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
2 | Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
3 | Exchanging Electronic Information with 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
6 | CONTRACTOR with respect to such information.

7 | d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
8 | effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
9 | its 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
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
21 | the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
22 | CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
23 | PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
24 | Breach to 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 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 Agreement.

30 | i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
31 | an 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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