

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as “HIPAA;”
 - 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s [website](#), including:
 - 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
 - 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
 - 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 “Covered Entity,” when applicable, shall mean the County.
 - 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 **Responsibilities of Contractor.**
- 14.3.1 **Use and Disclosure of County PHI/PI/PII.** Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2 **Safeguards.** Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
 - 14.3.3 **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 **Subcontractors.** Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 **Cooperation with County.**
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
- 14.3.6.1 Initial Report.
- 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the [online portal](#) within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.