APPENDIX G
DATA PRIVACY, SECURITY AND MANAGEMENT

The following terms and conditions of this Appendix G are deemed part of, and are fully incorporated into, the Contract.

SECTION 1. SCOPE AND DEFINITIONS

Section 1.1 Scope. The terms and conditions contained in this Appendix apply to the Contractor's provision of CP Supports, its provision of services to, and/or its performance of functions and/or activities for or on behalf of, EOHHS under the Contract and/or the Contractual Agreements to which the Contractor is a party, and to the Contractor's other activities under the Contract, or to a subset of such services, functions and/or activities, in each case as determined and defined by EOHHS (“Covered Activities”).

Section 1.2 Definitions.

When used in this Appendix, the following capitalized terms shall have the meanings ascribed to them below:

“Applicable Law” shall mean M.G.L. c. 66A, M.G.L. c. 93H, 801 CMR 3.00, 201 CMR 17, the Privacy and Security Rules, 42 CFR Part 431, Subpart F, 42 CFR Part 2 and any other applicable federal or state law or regulation pertaining to the use, disclosure, maintenance, privacy or security of PI or Commonwealth Security Information.

“Commonwealth Security Information” shall mean all data that pertains to the security of the Commonwealth’s information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.

“Event” shall mean the following, either individually or collectively: 1) any use or disclosure of PI not permitted under this Appendix; 2) any Security Incident; or 3) any other event that would trigger notification obligations under 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other similar Applicable Law requiring notice to consumers and/or oversight agencies in connection with an impermissible use or disclosure or breach of PI.

“Individual” shall mean the person to whom the PI refers and shall include a person or organization who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

“MassIT” shall mean the Massachusetts Office of Information Technology.
“Protected Information” or “PI” shall mean any “protected health information” (PHI) as used in the Privacy and Security Rules, any “personal data” as defined in M.G.L. c. 66A, any “patient identifying information” as used in 42 CFR Part 2, any “personally identifiable information” as used in 45 CFR §155.260 and/or any other individually identifiable information that is treated as confidential under Applicable Law that the Contractor (or its subcontractor or agent) creates, receives, acquires, uses, transmits or maintains in connection with its performance of Covered Activities. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

“Privacy Rule” shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“System” shall mean any system, database, application or other information technology resource.

When used in this Appendix, the following terms shall have the same meaning as those terms are used in the Privacy and Security Rules: Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident and Workforce.

All other terms used in this Appendix but not otherwise defined herein or elsewhere in the Contract shall be construed in a manner consistent with the Privacy and Security Rules, M.G.L. c. 66A and all other Applicable Laws.

SECTION 2. PRIVACY, SECURITY AND DATA MANAGEMENT OBLIGATIONS OF THE CONTRACTOR

Section 2.1 Compliance with Applicable Laws. The Contractor must comply with all Applicable Laws that may be in effect upon execution of, or as may be effective during the course of, the Contract, including, but not limited to, the Privacy and Security Rules, 42 CFR 431, Subpart F, 42 CFR Part 2 and M.G.L. c. 66A. Without limiting the generality of the foregoing, the Contractor acknowledges and agrees as follows:

A. Obligations under M.G.L. c. 66A. The Contractor acknowledges that in performing Covered Activities it will create, receive, use, disclose, maintain, transmit or otherwise obtain “personal data” (as defined in M.G.L. c. 66A) and that, in so doing, it will becomes a “holder” of such data for purposes of M.G.L. c. 66A. The Contractor agrees that in performing Covered Activities and otherwise complying with this Appendix and other provisions of the Contract it shall, in a manner consistent with the Privacy and Security Rules and other Applicable Laws, comply with M.G.L. c. 66A.

B. Business Associate. In performing Covered Activities, the Contractor acknowledges and agrees that it is acting as EOHHS’ Business Associate and agrees to comply with all requirements of the Privacy and Security Rules applicable to a Business Associate. To the extent that the
Contractor is to carry out an obligation of EOHHS under the Privacy Rule pursuant to the Contract, the Contractor agrees that it shall comply with the requirements of such Rule that apply to EOHHS in the performance of such obligation.

C. 42 CFR Part 2. The Contractor agrees that with respect to drug or alcohol abuse information that the Contractor receives, stores, processes or otherwise deals with under the Contract that was obtained by a federally assisted drug or alcohol abuse program for the purpose of treating drug or alcohol abuse, making a diagnosis for that treatment, or making a referral for that treatment (as such terms are used in 42 CFR Part 2), it is bound by 42 CFR Part 2 and shall not access, use or disclose information except as permitted under 42 CFR Part 2.

Section 2.2 Compliance with Third Party Agreements. If and to the extent necessary, the Contractor agrees that it shall comply (and shall cause its employees and other Workforce members to comply) with any other privacy and security obligation that is required as the result of EOHHS (or MassIT, on EOHHS’ behalf) having entered into an agreement (any such agreement, a “Third Party Agreement”) with a third party (such as the Social Security Administration, the Department of Revenue or the Centers for Medicaid and Medicare Services) to obtain or to access PI from a third party (any such PI, “Third Party Data”) or to access any System containing Third Party Data or through which Third Party Data could be accessed, including, by way of illustration and not limitation, signing a written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. The Parties acknowledge and agree that Third Party Data includes, without limitation, all data that EOHHS receives or obtains from Massachusetts Department of Revenue, the Social Security Administration, the Internal Revenue Service, the Department of Homeland Security or through the Federal Data Services Hub and, notwithstanding anything herein to the contrary, the Contractor may not access any such Third Party Data unless disclosure of such data to the Contractor is permitted under the applicable Third Party Agreement(s), all conditions for disclosure under such Agreement(s) have been satisfied and the Contractor’s access to such data is otherwise permitted under the terms of the Contract (including this Appendix).

Section 2.3 Subcontractors and Agents.

A. The Contractor shall ensure that any subcontractor or agent that uses, maintains, discloses, receives, creates or otherwise obtains PI in connection with a Covered Activity agrees in writing to the same restrictions and conditions that apply to the Contractor under this Appendix G, including, but not limited to, implementing reasonable safeguards to protect such information. Without limiting the generality of the foregoing, the Contractor shall ensure that any such agreement satisfies all requirements under the Privacy and Security Rules for a contract or other arrangement with a Business Associate. For the avoidance of doubt, the Contractor’s arrangements with subcontractors are subject to all other applicable requirements of the Contract, including those described in Section 6.3.

B. The Contractor shall cause any subcontractor or agent that needs access to “personal data,” as
defined in M.G.L. c. 66A, or "personal information," as defined in M.G.L. c. 93H, that is used, 
maintained, received, created or otherwise obtained in connection with the performance of a 
Covered Activity, or any System containing such data or information, signs an Executive Order 
504 Vendor Certification Form, in the form published on the Executive Office of 
Administration and Finance's website,¹ or other written agreement containing all applicable 
terms and obligations as contained in such Certification Form, prior to being granted access to 
such data, information or System. Upon EOHHS' request, the Contractor shall provide 
EOHHS with a listing of its subcontractors who have such access and copies of their signed 
Certification Forms or other written agreements.

C. If and to the extent necessary, the Contractor shall ensure that any subcontractor or agent that 
needs access to Third Party Data or a System containing such Data or through which it may be 
accessed to comply (and to cause its employees and other workforce members to comply) with 
any privacy and/or security obligation that may be required under a Third Party Agreement. 
The Contractor shall ensure that any such subcontractor has satisfied all such obligations prior 
to being granted access to the Third Party Data or System. The Contractor shall work with 
EOHHS to ensure that all such obligations are satisfied.

D. For purposes of this Appendix, a "subcontractor" shall include any person or entity that (a) 
performs a Covered Activity or performs any other activity, or provides goods or services, that 
are necessary for the performance of a Covered Activity or (b) performs, undertakes or assumes 
an obligation of the Contractor under the Contract, in each case, other than in the capacity of a 
member of the Contractor's Workforce. For the avoidance of doubt, an Affiliated Partner shall 
be considered a "subcontractor" for purposes of this Appendix.

Section 2.4 Data Security.

A. Administrative, Physical and Technical Safeguards. The Contractor shall implement 
administrative, physical and technical safeguards that reasonably and appropriately protect the 
confidentiality, integrity and availability of PI and that prevent use or disclosure of such data 
other than as provided for by the Contract. All such safeguards must meet, at a minimum, all 
standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, the 
standards set forth in National Institute of Standards and Technology standard: NIST 800-53 – 
Information Security, moderate standard, and all applicable EOHHS, MassIT and other 
Commonwealth security and information technology resource policies, processes and 
mechanisms regarding access to PI or to Systems containing PI or through which PI may be 
accessed, including those established by Executive Order 504.

If the Contractor must access any EOHHS System to perform a Contract Activity, the 
Contractor shall comply with all applicable EOHHS, MassIT and other Commonwealth 
security and information technology resource policies, processes and mechanisms regarding

¹ The form may be found at http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/legal-guidance/privacy-and-security/exec-order-504

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access to PI, and any specific security mechanisms and processes adopted by EOHHS for access to the System. The Contractor shall protect from inappropriate use or disclosure any password, user ID or other mechanism or code permitting access to any EOHHS System or third party System containing PI or through which PI may be accessed. The Contractor shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID or other security mechanism or code, to maintain the integrity of the System.

Upon reasonable notice, the Contractor agrees to allow representatives of EOHHS access to premises where PI is stored for the purpose of inspecting privacy and physical security arrangements implemented by the Contractor to protect such data.

B. Commonwealth Security Information. If the Contractor obtains access to any Commonwealth Security Information in connection with a Contract Activity, the Contractor may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Contractor shall limit access to the information only to its employees and other Workforce members as necessary to perform the permitted purposes. The Contractor shall not release or disclose such information except in accord with EOHHS’ express written instructions, unless such disclosure is Required by Law and then only in accordance with the Contract (including this Appendix). While in possession of such information, the Contractor shall apply all applicable privacy and security requirements set forth in the Contract (including this Appendix) to maintain the confidentiality, security, integrity and availability of such information. Notwithstanding any other provision in the Contract (including this Appendix), the Contractor shall report any non-permitted use or disclosure of Commonwealth Security Information to EOHHS within twenty-four (24) hours following the date upon which the Contractor becomes aware of the use or disclosure. The Contractor shall immediately take all reasonable actions to retrieve such information if disclosed to any non-permitted person or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as EOHHS may reasonably require. Notwithstanding any other provision in the Contract (including in this Appendix) regarding termination, the Contractor may not retain any Commonwealth Security Information upon termination of the Contract unless such information is expressly identified in any retention permission granted in accord with this Section 4.2.B of Appendix G. If retention is expressly permitted, all data protections stated herein survive termination of the Contract and shall apply for as long as the Contractor retains the information.

Section 2.5 Obligations upon a Non-Permitted Use or Disclosure of PI or other Event

A. Mitigation and Other Activities. Immediately upon becoming aware of an Event, the Contractor shall take all reasonable and appropriate action necessary to: a) retrieve, to the extent practicable, any PI involved in the Event; b) mitigate, to the extent practicable, any harmful effect of the Event known to the Contractor; and c) take such other action(s) as may be required in connection with the Event to comply with any Applicable Law.
Upon request, the Contractor shall take such further actions as EOHHS, may reasonably request to, or shall take such additional action to assist EOHHS further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Event undertaken by the Contractor on its own initiative or pursuant to EOHHS’ request shall not relieve the Contractor of its obligations to report such Event or otherwise comply with this Section 2.5 of Appendix G or any other provisions of the Contract (including this Appendix).

B. Notification and Reporting Activities. As soon as possible, but in any event no later than two (2) business days following the date upon which the Contractor becomes aware of the Event, the Contractor shall verbally report the Event to EOHHS with as much of the details listed below as possible, and shall follow such verbal report within five (5) business days with a written report outlining the Event with the following information:

1. The date of the Event if known or, if the date is unknown, the estimated date;
2. The date of the discovery of the Event;
3. The nature of the Event, including as much specific detail as possible (e.g., cause, contributing factors, chronology of events);
4. The nature of the PI involved in the Event (e.g., the types of identifiers and other information involved), together with samples of any forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted);
5. The exact number of individuals whose PI was involved in the Event if known or, if unknown, a reasonable estimate based on known facts (categorized according to the type of PI involved, if different types of PI was involved for different individuals), together with a description of how the exact or estimated number of individuals was determined;
6. A summary of the nature and scope of the Contractor’s investigation into the Event;
7. The harmful effects of the Event known to the Contractor, all actions the Contractor has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken;
8. A summary of steps taken in connection with and to prevent such Event in the future, including copies of revised policies and procedures, changes in business processes and staff training; and
9. Any additional information and/or documentation that the Contractor is required to provide to EOHHS under 45 CFR §164.410, M.G.L. c. 93H, §3(a) or other similar Applicable Law.

To the extent that any such information is not available at the time of the report, the Contractor shall provide such information to EOHHS as such information becomes available in one or more subsequent written reports. The Contractor shall provide EOHHS with such additional information regarding the Event as EOHHS may reasonably request, which additional information may include a written risk analysis rebutting any presumption that the Event

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constituted a breach for purposes of 45 CFR Part 164, Subpart D. The Contractor acknowledges and agrees that it may be subject to reporting obligations under one or more Third Party Agreements in addition to, and/or that differ from, its obligations under Section 2.5 of this Appendix G.

C. Obligations under Consumer Notification Laws. If EOHHS determines, in its sole discretion, that it is required to provide notifications to consumers or state or federal agencies under 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other Applicable Law as a result of the Event, the Contractor shall, at EOHHS’ request, assist EOHHS in drafting such notices for EOHHS’ review and approval, and shall take such other action(s) as EOHHS may reasonably request in connection with EOHHS’ compliance with 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other Applicable Law, but in no event shall the Contractor have the authority to give any such notifications on EOHHS’ behalf unless EOHHS authorizes and directs the Contractor to do so in writing.

The Contractor shall reimburse EOHHS for reasonable costs incurred by EOHHS associated with any such notifications to the extent that such costs are due to: (a) the Contractor’s failure to meet its responsibilities under, or in violation of, any provision of the Contract (including this Appendix); (b) the Contractor’s violation of Applicable Law; (c) the Contractor’s negligence; (d) the Contractor’s failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under Applicable Law; or (e) any activity or omission of the Contractor resulting in or contributing to an Event triggering such notification requirement under Applicable Law. At EOHHS’ election, the Contractor shall, in lieu of providing such reimbursement, provide or pay for such notifications directly in accordance with EOHHS’ instructions.

Section 2.6 Response to Legal Process. The Contractor shall report to EOHHS, both verbally and in writing, any instance where PI or any other data obtained in connection with the Contract is subpoenaed or becomes the subject of a court or administrative order or other legal process. The Contractor shall provide such report to EOHHS as soon as feasible upon receiving or otherwise becoming aware of the legal process; provided, that the Contractor shall provide such report no later than five business days prior to the applicable response date. In response to such legal process, and in accordance with instructions from EOHHS, the Contractor shall take all reasonable steps, including objecting to the request when appropriate, to comply with M.G.L. c. 66A § 2(k), 42 CFR § 431.306(f), 42 CFR Part 2 and any other Applicable Law. If EOHHS determines that it shall respond directly, the Contractor shall cooperate and assist EOHHS in its response.

Section 2.7 Individual’s Privacy Rule Rights.

With respect to any relevant PI in the Contractor’s possession, the Contractor shall take such action as may be requested by EOHHS to meet EOHHS’ obligations under 45 CFR §§ 164.524, 164.526 or 164.528 or other Applicable Law pertaining to an Individual’s right to access, amend or obtain an accounting of uses and/or disclosures of its PI, in sufficient time and manner for EOHHS to
meet its obligations under such Privacy Rule provisions or other Applicable Law. If an Individual contacts the Contractor with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 or 164.528 or similar Applicable Law with respect to PI in the Contractor’s possession, the Contractor shall notify EOHHS’ Privacy Officer or other designated representative within two business days of the Individual’s request and cooperate with EOHHS to meet any of its obligations with respect to such request. If EOHHS determines that the Contractor should respond or otherwise take action in response to such request directly, the Contractor shall respond or otherwise take such action in accordance with EOHHS’ direction. At EOHHS’ election, the Contractor agrees to enter into a written agreement (including an amendment to the Contract) memorializing such direction.

With respect to an Individual’s right to an accounting under 45 CFR § 164.528, the Contractor shall document all disclosures of PI and other data access activities as would be necessary for EOHHS to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528. The Contractor shall also document uses and disclosures of PI and other data access activities to the extent required under M.G.L. c. 66A, § 2(f).

**Section 2.8 Record Access.** The Contractor shall make its internal practices, books and records, including policies and procedures, relating to the protection, security, use and disclosure of PI and Commonwealth Security Information obtained under the Contract, and the security and integrity of Systems containing PI or Commonwealth Security Information or through which it may be accessed, available to EOHHS and the Secretary, in a time and manner designated by the requesting party, for purposes of enabling EOHHS to determine compliance with the Contract (including this Appendix) or for purposes of enabling the Secretary to determine compliance with the Privacy and Security Rules.

**Section 2.9 Electronic and Paper Databases Updates.** Within thirty days of the effective date of the Contract, the Contractor shall provide EOHHS an accurate list of electronic and paper databases and other Systems containing PI, together with a brief description of the various uses of the databases and Systems. The Contractor shall update such lists as necessary in accord with the addition or termination of such databases and Systems.

**Section 2.10 Compliance Officer.** Within five days of the effective date of the Contract, the Contractor shall notify EOHHS in writing of the name of the individual(s) responsible for compliance with the provisions of this Appendix and any other Contract requirement relating to the privacy and security of PI (any such individual(s) or his or her replacement(s), the “Privacy/Security Officer”). The Contractor shall also notify EOHHS in writing within five business days of any transfer of the Privacy/Security Officer’s duties to any other person(s) within its organization.

**Section 2.11 Permitted Uses and Disclosures of PI by the Contractor.** Except as otherwise limited in this Appendix, including in this Section 2.11 of Appendix G, or elsewhere in the Contract, the Contractor may use or disclose PI only as follows:
A. Covered Activities. The Contractor may use or disclose PI to perform Covered Activities; provided, that such use or disclosure would not: (a) violate the Privacy Rule or other Applicable Law if done by EOHHS; (b) violate the EOHHS’ Minimum Necessary policies and procedures that are known to the Contractor or that EOHHS advises the Contractor of; or (c) conflict with statements in EOHHS’ Notice of Privacy Practices. In performing Covered Activities, the Contractor represents that it shall seek from EOHHS only the amount of PI that is minimally necessary to perform or provide the particular Covered Activity. To the extent the Contractor requests PI from other Covered Entities or parties under the Contract on EOHHS’, behalf, the Contractor shall only request an amount of PI that is reasonably limited to the minimal necessary to perform or provide the intended Covered Activity for which the PI was requested.

B. Required by Law. The Contractor may use or disclose PI as Required by Law, consistent with the restrictions of 42 CFR Part 431, Subpart F, 42 CFR Part 2, M.G.L. c. 66A, any other Applicable Law or any applicable Third Party Agreement.

C. Restriction on Contacting Individual. The Contractor shall not use PI to contact or to attempt to contact an Individual unless such contact is: (1) necessary to perform a Covered Activity or otherwise contemplated by the Contract; or (2) made in accordance with EOHHS’ written instructions.

D. Publication Restriction. The Contractor shall not use PI for any publication, statistical tabulation, research, report or similar purpose, regardless of whether or not the PI can be linked to a specific individual or has otherwise been de-identified in accord with the standards set forth in 45 CFR §164.514, unless the Contractor is specifically required to do so under the Contract (and has complied with all applicable requirements related thereto) or the Contractor has obtained EOHHS’ prior written consent. In no event shall any resulting publication, report or other material contain PI unless the publication, report or other material is made available only to EOHHS or the Contractor has obtained the specific written approval of EOHHS’ Privacy Officer.

SECTION 3. EOHHS’ OBLIGATIONS UNDER THIS APPENDIX

Section 3.1 Changes in Notice of Privacy Practices. EOHHS shall notify the Contractor in writing of any change in its Notice of Privacy Practices to the extent that such change may affect the Contractor’s use or disclosure of PI under the Contract, and shall provide the Contractor with a new copy of its Notice of Privacy Practices reflecting such change.

Section 3.2 Notification of Changes in Authorizations to Use or Disclose PI. EOHHS shall notify the Contractor in writing of any change in, or revocation of, permission by an Individual to use or disclose PI that is known to EOHHS, to the extent that such change may affect the Contractor’s use or disclosure of PI under the Contract.

Section 3.3 Notification of Restrictions. EOHHS shall notify the Contractor in writing of any

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restriction to the use or disclosure of PI that EOHHS has agreed to in accord with 45 CFR §164.522, to the extent that such restriction may affect the Contractor’s use or disclosure of PI under the Contract.

Section 3.4 Requests to Use or Disclose PI. EOHHS shall not request that the Contractor use or disclose PI in a manner that EOHHS knows would violate the Privacy Rule if done by EOHHS.

SECTION 4. TERMINATION

Section 4.1 Termination for Privacy or Security Violation.

A. Notwithstanding any other provision in the Contract, EOHHS may terminate the Contract immediately upon written notice to the Contractor if EOHHS determines, in its sole discretion, that the Contractor has violated any material term of this Appendix or any material term contained elsewhere in the Contract that pertains to the security or privacy of PI.

B. Prior to terminating the Contract as permitted above, EOHHS, in its sole discretion, may provide an opportunity for the Contractor to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the Contractor fails to cure the breach or end the violation within a time period set by EOHHS, EOHHS may terminate the Contract immediately upon written notice.

Section 4.2 Effects of Termination.

A. Except as provided in Subsection 4.2.B immediately below, upon termination or expiration of the Contract for any reason whatsoever, the Contractor shall, at EOHHS’ direction, either return or destroy all PI and Commonwealth Security Information, and the Contractor shall not retain any copies of such PI or Commonwealth Security Information in any form. In no event shall the Contractor destroy any PI or Commonwealth Security Information without first obtaining EOHHS’ approval. In the event destruction is permitted, the Contractor shall destroy PI and Commonwealth Security Information in accord with standards set forth in NIST Special Publication 800-88, Guidelines for Media Sanitization, all Applicable Laws and applicable retention laws and regulations and all data security policies including policies issued by EOHHS and MassIT. This provision shall apply to all PI and Commonwealth Security Information in the possession of the Contractor’s subcontractors and agents, and the Contractor shall ensure that all such information in the possession of its subcontractors and agents has been returned or destroyed and that no subcontractor or agent retains any copies of such information in any form, in accord with EOHHS’ instructions.

B. If the Contractor determines that returning or destroying PI or Commonwealth Security Information is not feasible, the Contractor shall provide EOHHS written notification of the conditions that make return or destruction not feasible. If, based on the Contractor’s representations, EOHHS concurs that return or destruction is not feasible, the Contractor shall
extend all protections pertaining to PI and/or Commonwealth Security Information set forth in this Appendix and elsewhere in the Contract to all such information and shall limit further uses and disclosures of such information to those purposes that make its return or destruction not feasible, for as long as the Contractor (or any of its subcontractors or agents) maintains any PI or Commonwealth Security Information.

SECTION 5. MISCELLANEOUS PROVISIONS

Section 5.1 Regulatory References. Any reference in this Appendix or elsewhere in the Contract to a section of the Privacy and Security Rules or other Applicable Law refers to that section as in effect or as subsequently amended.

Section 5.2 Survival. Notwithstanding any other provision concerning the term of the Contract, all protections and other obligations of the Contractor pertaining to PI and/or Commonwealth Security Information set forth herein shall survive the termination of the Contract and shall continue to apply until such time as all such information is returned or destroyed in accordance with Section 4.2.A of this Appendix G, or until any period of storage following termination is ended, or if return or destruction is not feasible, for as long as the Contractor or a subcontractor or agent maintains the information in accord with Section 4.2.B of this Appendix G.

Section 5.3 Interpretation. Any ambiguity in this Contract shall be resolved to permit EOHHS and the Contractor to comply with the Privacy and Security Rules, 42 CFR Part 431, Subpart F, M.G.L. c. 66A and any other Applicable Law.