CRISP

Connecting Providers with Technology to Improve Patient Care

Improving Maryland Primary Care Program (MDPCP) Data Tools

Request for Proposal

RFP Issue Date: January 2, 2024

Proposals Due: January 26, 2024

Chesapeake Regional Information System for our Patients

7160 Columbia Gateway Drive, Suite 100

Columbia, Maryland 21046

Contents

Overview and Objective

CRISP Overview and Background

Chesapeake Regional Information System for Our Patients, Inc. (CRISP) is an independent not-for-profit membership corporation that operates a health information exchange (HIE) serving the state of Maryland CRISP, which is a private entity chartered and governed to pursue health IT projects best pursued cooperatively, is the state designated HIE for Maryland. Its participants include each of the 47 acute general care hospitals in Maryland, ambulatory providers across the state, long term care facilities as well as numerous other facilities and providers of care.

CRISP plays an active role in care transformation in the state of Maryland through the offering of six core services: 1) point of care, 2) care coordination, 3) population health reports, 4) public health, 5) program administration, and 6) interoperability infrastructure support. All these services are pertinent to this request. Point of care tools enable providers to view and be made aware of their patients' health information. Care coordination tools notify providers when their patients are hospitalized and also are able to receive special notifications about emergency department visits flagged for potential readmissions. Population health report efforts leverage administrative claims and hospitalization data to create multiple reports and reporting suites. CRISP also offers program administration services such as providing support for the state's Maryland Primary Care Program (MDPCP) and their stated goals and objectives.

Engagement Objective

CRISP in collaboration with the MDPCP Program Management Office (PMO) seeks a consultant to assess existing MDPCP CRISP reports and tools. MDPCP is a voluntary advanced primary care program, with over 500 participating primary care practices in every county in the state. MDPCP is a core component to Maryland's broader Total Cost of Care model. The Total Cost of Care model emphasizes the need for a cohesive, connected health system across ambulatory, inpatient and long-term care settings. MDPCP supports Maryland's statewide health transformation with the goal of building a strong, effective primary care delivery system, inclusive of medical, behavioral, and social needs.

Since MDPCP launched in 2019, CRISP has worked closely with the PMO to create and enhance a robust reporting suite based on Medicare claims data, which provides data for practices to implement data-driven continuous improvement. In addition, all practices that participate in MDPCP are required to send patient panels to CRISP's HIE and to use the tools within the HIE, such as our Encounter Notification System (ENS), to better serve Medicare beneficiaries at the point of care.

This engagement will focus on improving existing MDPCP data tools to ensure primary care practices in Maryland have the most actionable data to drive interventions and practice transformation. In particular, CRISP seeks to enhance information available to support MDPCP practices in understanding and addressing health disparities, as well as data tools to refer patients with social needs to community-based organizations.

This RFP is intended to evaluate the abilities of the selected vendor(s) for potential future work. The scope of the engagement will be to enable the PMO and CRISP to receive recommendations for a streamlined reporting suite, tools, and platform that uses claims, clinical, and health equity data to provide actionable, equity-focused data to improve performance, care gaps, and social needs. Final recommendations are expected to provide guidance for tools that will best support the current and future state of the MDPCP, including how multi-payer alignment fits in to the model going forward.

Vendor Qualifications

Key qualifications for a vendor include:

1. Proven understanding of the Advanced Primary Care and the national health care landscape
2. Strong working understanding of the Maryland Primary Care Program, data tools, data use agreements, and health information exchanges (HIE)
3. Significant experience doing qualitative analysis of complex health care models, such as Maryland's Total Cost of Care Model and how Advanced Primary Care is incorporated in such models.
4. Compliance with the Privacy Act, Freedom of Information Act, HIPAA, and all other State and federal laws and regulations, as well as all Medicare regulations, directives, instructions, and manuals
5. Able to meet the goals and deliverables of the project given the aggressive timeline provided.
6. Compliance with the relevant Data Use Agreement(s) (DUAs) and any associated limitations

Scope of Work

The proposed scope of work is to fully address one or more key investigative questions. These questions and deliverables are described in Figure 1.

Figure 1: Tasks

	Task	*Timeframe*	*Proposed Major Deliverables*
1.	Review utility of all current MDPCP data tools, and assessment of Maryland environment for maximum utility of tools	Final Report due May 24, 2024	Focus should include emphasis on design, usability, user interface, and the user workflow integration. The grantee will assess strengths, weaknesses, and opportunities for each report using qualitative and quantitative methods, taking into consideration design input from practices, CRISP, and the PMO. Review of the following CRISP data tools: 1. CRISP Reporting Services (CRS) MDPCP reports 2. CRS Multi-payer reporting platform (with Medicaid alignment) 3. CRS ImmuTrack 4. CRS Public Health Dashboard 5. CRS Health Equity Explorer 6. Health Equity and Digital Quality Measures (Medisolv) Platform 7. CRISP Social Determinants of Health e-referral tool 8. Relevant CRISP Point of Care Tools

			Review of key enabling factors (policies, agreements, end user support, business case for other payers to share data, legal structure for sharing data, etc.) in place in Maryland to optimize utility of data tools for primary care practices.
2.	Landscape analysis of data tools commonly used by primary care practices nationally, and the enabling environment for maximum utility of tools	Final report due May 24, 2024	Analyze tools both within an HIE and non-HIE-provided setting, particularly for practices participating in value-based care transformation programs. ● Review of successful data tools used by other primary care transformation models, such as Comprehensive Primary Care, Primary Care First, Patient-Centered Medical Home models, and other state or federal initiatives to improve primary care. This review of tools should include an understanding of technology partners, data source(s), and any data considerations. The summary should include screenshots (if available) and specifics of tool design. ○ Include review of relevant data agreements from other states/programs to understand how they enable the tools. ● Review tools that enable primary care practices to understand disparities in utilization, cost, and quality outcomes, as well as tools that enable primary care practices to screen patients for social needs and refer to community-based organizations. As MDPCP increases expectations for primary care practices to address equity, an understanding of what tools best assist in this work. ● Review best practices for integration of EHR data into HIE tools, as well as integration of HIE tools into EHR workflows. This includes an understanding of what types of policies or agreements must be in place for the use of this data. ● Review of key enabling factors (policies, agreements, end user support, business case for other payers to share data, legal structure

			for sharing data, etc.) must be in place to optimize utility of data tools for primary care practices
3.	Recommendations for an improved suite of data tools for MDPCP practices	Final Report of May 24, 2024	The final product should include recommendations on which current reports should be maintained, enhanced, or retired. The report should prioritize data sources this suite should focus on and how both clinical and claims data could be combined for practices. The report should include information on best practices for structuring data agreements to achieve this recommended state. The final report should include a multi-year implementation plan outlining what tools should be prioritized. The final report is expected to provide data tool guidance to the current and future state of the MDPCP that includes multi-payer alignment. In an appendix, provide a draft data agreement with language for the PMO to review or potentially incorporate into future model agreements. The agreement should focus on practices giving the PMO access to practice HIE data as appropriate. The final report should have a maximum page count of 15 (not including appendices).

The final report must incorporate two reviews of the draft by the PMO and CRISP, based on the schedule provided in the RFP Timeline. The grantee is required to make changes proposed by the PMO and CRISP in the final report. The PMO and CRISP must approve the final report before the work is deemed acceptable and the final invoice is processed for payment.

Data Availability

CRISP has access, either directly, or in conjunction with our partners, to complete medical claims for all Maryland Medicare Fee-For-Service beneficiaries, and Medicaid claims data. Also, CRISP has access to Medicaid encounter data from the last 36 months.

CRISP assumes that the vendor will have knowledge of available Maryland data and Maryland health care system. The selected vendor will be given access to the necessary tools needed to complete the analysis. Data access will vary by data source and will be discussed as part of the vendor onboarding.

Deliverables

The final report should include recommendations for an improved suite of data tools for MDPCP practices and enabling factors to optimize use of tools. Recommendations should focus on a unified, actionable suite of

reports for practice improvement. The maximum page count of the final report shall not exceed 15 pages (not including appendices).

RFP Process and Submission Instructions

Contract Type

CRISP will issue full contract specifications as part of the final procurement process as outlined in the RFP timeline below. Vendors are welcome to propose and justify other contract types if deemed appropriate.

RFP Process Overview

This RFP requires vendors to set forth a plan for addressing all the questions posed above in Figure 1. The response should include pricing for each individual task addressed in the response. Based on responses, CRISP will select multiple vendors for more in-depth evaluation, including conducting reference reviews. Following the interviews, CRISP may issue refined specifications and ask the selected vendor to provide a final response and financial bids.

CRISP expects to issue the vendor payments on a quarterly basis based on invoices, with the final invoice once the work has been completed on the RFP due date May 31, 2024.

RFP Timeline

Event	Approximate Dates	Notes
CRISP Issues RFP	January 2, 2024	Any proposal updates will be communicated as they occur
Clarifications and Q&A	Ongoing	Questions may be submitted to mdpcp@crisphealth.org
Vendor RFP Responses Due to CRISP	January 26, 2024	Proposals must be emailed by 5 pm EST
Follow-Up with Vendors	Ongoing	CRISP will contact vendors as needed
Vendor Selection and Contracting	February 9, 2024	CRISP will contact selected bidder to initiate contracting process
Contract Execution	February 23, 2024	Contract will begin upon execution
Progress Report	March 31, 2024	Vendor will give CRISP and update on progress with the report
Draft Outline to CRISP and PMO	April 12, 2024	Draft Detailed Outline due
First Draft to CRISP and PMO	May 3, 2024	First Draft Report due
Final Report due to CRISP and PMO	May 24, 2024	Final Report due
Final Fiscal report due to CRISP	May 31, 2024	Final Fiscal Report

CRISP will work in good faith to provide adequate and equal opportunity for all participating vendors. CRISP reserves the right to adjust or modify the RFP Timeline at any point, as deemed necessary, in the process.

Requests for Clarification

CRISP will routinely answer questions related to this procurement. Please email questions and requests for clarification to the CRISP MDPCP Team at mdpcp@crisphealth.org.

Submission Instructions

Responses to this RFP should be submitted by **Friday, January 26th no later than 5 pm (EST)** to the **CRISP MDPCP Team** at **mdpcp@crisphealth.org.** Vendors should submit the proposal as a single file containing all response and supporting materials.

Proposal Evaluation

Proposals will be evaluated based on:

- A preliminary examination to determine completeness of the response.
- An evaluation of vendor's understanding of Maryland Primary Care Program and the overall Advanced Primary Care landscape;
- Review of understanding of health data tools and use agreements involved;
- A qualitative evaluation of vendor qualifications, including a reference review;
- Review of estimated price in the finances section.

Proposal Content

The proposal provides CRISP with an understanding of your company/research team, proposed resources, and your work plan. Resumes for the proposed resources should be included in appendices and do not count towards the page limit.

Summary

Provide a summary of the proposal including company/research team overview and proposed resources.

(Suggested page limit: 1 page)

Company Overview

In this section, provide a company/research team overview including the proposed resources and a description of similar project references. This section should describe the experience and qualifications of the individual team members to be assigned to this project. Resumes should be attached as an appendix and do not count towards the page limit. The vendor should provide two projects for reference (use table format in Figure 3). References should be for customers with requirements like those described in this RFP. CRISP will provide vendors notice before contacting any references.

Figure 3: References

Project Sponsor Name & Industry	*Project Contact Name*	*Project Phone and/or e-mail*	*Implementation Date*	*Approximate Cost of Engagement*
1.				
2.				

(Suggested page limit: 2 pages)

General and Technical Questions Responses

CRISP requests responses to all questions listed below, and all answers should be clearly provided within the context of the proposal and/or in their own separate section. All answers provided should be succinct in length to ease reviewer evaluation, while providing sufficient depth to answer each question thoroughly.

CRISP will assume that any non-answer will indicate that any proposed company will be unable to provide or unwilling to disclose a solution to the question, and this may negatively impact CRISP's perception of the overall proposal. Inability to provide a response to any question will not immediately disqualify a proposal from consideration.

Please NOTE: All responses, assertions, and commitments made in this proposal will be part of the contract.

1. Please detail a previous engagement/research project in which your research or evaluations of data exhibited your company's ability to quickly and efficiently review complex data systems and synthesize large amounts of information into comprehensive and concrete recommendations. Please also discuss how you were able to contribute toward meaningful improvements in actionable data tools and identify ways to enhance the user experience in working with such tools.
2. Please provide a short summary your baseline understanding of the Maryland Total Cost of Care model, how MDPCP fits into that model and any prior work in the Maryland policy landscape. If you have not worked in Maryland previously, please describe how your experiences with other Advanced Primary Care programs will enhance your work on this project.
3. Please comment on the feasibility of each task and included your recommended timeline to complete each task. If the total timeline is longer than the timeline outlined in this RFP, please comment on how your team plans to manage concurrent workstreams and meet contract requirements.
4. Why is your company/research team uniquely suited for this engagement? Why is the resource recommended in this RFP the best fit for CRISP? (Suggested page limit: 2 pages)

For each question in Figure 1 on page starting on page 4, the vendor should supply:

- a preliminary plan, (suggested page limit: 1 page)
- the proposed methodology/plan, (suggested page limit: 3 pages)
- supporting evidence of qualifications to address each response and proof of related expertise on the topic should also be included. (suggested page limit: 1 page with additional materials (e.g., publication list or CVs) attached in the Appendix.

Finances

Vendors should supply their own budget spreadsheet to include:

Hourly Rates

The vendor should provide hourly billing rates for junior, mid-level, and senior resources.

Expenses

The vendor should also provide an estimate of expenses associated with the project including estimated trips and travel expenses if necessary.

Other Costs

If the solution requires additional systems or capabilities not included in the vendor's proposal, those should be delineated in the final tab of the spreadsheet in any form you find suitable.

The proposed resources should not exceed $245,000. The bidding is competitive but will be decided on a range of proposal features such as the quality of the vendor's proposal, the expertise of staff involved, and pricing. The award amount will be determined in conjunction with all parties based on reasonable market rates and scope(s) of work. Budget spreadsheet can be submitted in the same document or separately if they are clearly delineated.

(Suggested page limit: 3 pages)

RFP Terms and Conditions

Proposal Response

CRISP reserves the right to reject any/all responses received in response to this RFP. Any information obtained will be used, along with other information that CRISP deems appropriate, in the determining suitability of a proposed offer. Bidders whose responses were not accepted will be notified that a selection is made, or if it is decided, that no responses are accepted. CRISP has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. CRISP may identify multiple bidders who are determined suitable and negotiate with each of them on parallel tracks, pending a final contracting decision. All responses, assertions, and commitments made in this proposal will be part of any contract.

Response Becomes CRISP Property

All responses become the property of CRISP and will not be returned to bidders.

Formal Contract

A bidder receiving a positive response to their submission should be prepared to immediately begin negotiation of final terms based on the RFP and other mutually agreed terms and conditions, provided that terms described by bidder in their response may be rejected in whole or in part and/or otherwise negotiated by CRISP in the contracting process. In addition, a positive response from CRISP does not assure a bidder that a contract will be entered into with CRISP; CRISP may discontinue negotiations with a bidder at any time, in its sole discretion.

Within five (5) days of receiving a positive response, bidder is expected to notify CRISP in writing of its contract team, which shall include the individual with authority to approve and execute any final legally binding agreement with CRISP.

Until and unless a formal contract is executed by CRISP and bidder, CRISP shall have no liability or other legal obligation to bidder whatsoever, relating to or arising from this RFP, the RFP process, decisions as to awards resulting from this RFP, or otherwise.

Terms and Conditions

CRISP's standard terms and conditions are attached to this RFP. In providing a response, the bidder must provide a redline of these terms and conditions, should the bidder wish to enter into negotiations. If a redline is not provided, CRISP will assume the bidder is willing to enter into the agreement, as is. Acceptance of a response does not indicate acceptance of the redlined terms and conditions.

Maintaining Pricing

Prices must remain valid for at least ninety (90) days from the closing of the contract. Contract negotiations will include price re-verification if the price guarantee period has expired. CRISP reserves the right to request that a bidder only provide a portion of the proposed deliverables or exclude certain partners. If bidders are unwilling to comply with RFP requirements or any terms and conditions, objections must be clearly stated in the Cover Letter to the response.

Cost of Response Preparation

All bidder's costs of proposal preparation and any negotiation will be borne by the bidder.

Applicable Law

The Laws of the State of Maryland shall apply, except where Federal Law has precedence. The successful individual or firm consents to jurisdiction and venue in the State of Maryland.

By the signature of its authorized representative, Bidder acknowledges that it understands and accepts the terms of this RFP.

Bidder: _____

By: _____

Title: _____ Date: _____

Appendix A

Terms and Conditions

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), dated as of _____, 2024 (the "Effective Date"), is made by and between _____, a _____ company with a principal place of business located at _____ ("Subcontractor"), and **Chesapeake Regional Information System for Our Patients**, a Maryland 501(c)(3) corporation with a principal place of business at 7160 Columbia Gateway Drive, Suite 100, Columbia, MD 21046 ("CRISP"). Subcontractor and CRISP are each a "Party" and, collectively, the "Parties".

WHEREAS, CRISP is the State Designated Health Information Exchange ("HIE") for Maryland that enables and supports the healthcare community of Maryland and its region to share data appropriately and securely in order to facilitate care, reduce costs, and improve health outcomes;

WHEREAS, CRISP [insert brief explanation of background of project.]

NOW, **THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Subcontractor Services and Deliverable Monitoring**.

a. Subcontractor agrees to provide the services as set forth in each specific Statement of Work that is mutually agreed to by the Parties ("SOW") (the "Services"). Each SOW, upon signature by the Parties, shall be incorporated into and made a part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the SOW shall control.

b. CRISP reserves the right to conduct an acceptance test (the "Acceptance Test") of the deliverables provided under any SOW (the "Deliverable(s)") before accepting such Deliverables. In event that CRISP elects to conduct an Acceptance Test, CRISP will test the functionality of the Deliverables against any agreed upon specifications as set forth in the applicable SOW (the "Specifications"). CRISP shall have thirty (30) days following delivery of the Deliverables to conduct the Acceptance Test (the "Acceptance Period"). Any failure of the Deliverables to conform in all material respects to the Specifications will be considered an "Deficiency". CRISP will notify Subcontractor of any Deficiencies at the completion of the Acceptance Test and shall give Subcontractor twenty (20) days to cure the Deficiencies. CRISP will then have an additional ten (10) days to retest the Deliverable(s) and determine whether to accept or reject it. If the Deliverable(s) are rejected, Subcontractor will refund all monies pre-paid to it by CRISP under the applicable SOW and will not be entitled to any additional monies related to the rejected Deliverable(s). Unless Subcontractor is notified within thirty (30) days of the initial delivery date of any Deliverable(s) of a Deficiency, the Deliverable(s) will be deemed to be accepted.

c. During the course of Subcontractor's performance hereunder, CRISP may request changes in the Services, including, without limitation, alterations or additions to or omissions from

the Services set forth in a SOW (hereinafter collectively "Changes"). Material Changes may result in increased time and /or cost. Any Changes must be mutually agreed to by both Parties and signed by duly authorized representatives.

2. **Fees.**

    a. CRISP shall pay to Subcontractor the fees pursuant to the terms contained in each applicable SOW.

    b. Subcontractor understands that this Agreement is based upon CRISP's contract with the State of Maryland. CRISP will make payments to Subcontractor within sixty (60) days of CRISP receiving payment related to the Services from Maryland. If at any time during the Term the funding to CRISP from Maryland is revoked, CRISP will provide Subcontractor thirty (30) days written notice of its termination of this Agreement (such thirtieth day to be known as the "Revocation Termination Date") and subsequent, pending Services shall terminate on the Revocation Termination Date. CRISP will be responsible only for payments for Services completed prior to the Revocation Termination Date, according to the applicable SOW.

3. **Warranties**.

    a. Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of such Party. Each Party represents and warrants to the other Party that it will comply with all applicable laws regarding its performance of its obligations under this Agreement.

    b. Subcontractor shall use reasonable efforts to ensure that the Services will be performed by appropriately trained and qualified personnel using reasonable skill and diligence.

4. **Ownership and Title.**

    a. Unless the Parties specifically contract for net new Services in an applicable SOW (in which case, the intellectual property rights related to such net new services shall be set forth therein), all information, data, software, and materials provided or made accessible by or on behalf of either Party shall be and remain at all times the property of that Party and the other Party shall not claim any right or title thereto.

    b. During the course of performing the SOWs, either Subcontractor may, independently or in conjunction with the CRISP, the CRISP's affiliated entities or other third parties engaged by the CRISP, develop, create or generate in whole or in part, information, documents, databases, computer software and object/source code, technical data, drawings, discoveries, templates, designs, documentation, specifications, diagrams, communications and other work product and deliverables and achieve other results for the other Party in connection with the services it performs for or at the direction of CRISP (the "Work Product"). Unless otherwise mutually agreed by the Parties under the relevant SOW, the Work Product will be "open source." In the event the SOW specifies the Work Product is not open source, the Subcontractor will grant CRISP and HSCRC a perpetual, royalty free, irrevocable,

world-wide right and license to use the Work Product, including all intellectual property embodied therein, which right and license may be sublicensed or assigned by either Party.

c. At CRISP's request from time-to-time during the term of this Agreement, and with request on termination of this Agreement, the Subcontractor shall promptly deliver to CRISP a copy of all printed, electronic, audio-visual and other tangible manifestations of the Work Product, including a complete copy of the source code for all software developed pursuant to this Agreement, including, without limitation, all application programming interfaces ("APIs"), any related modules, customizations, enhancements and other modifications, in the original programming language, human and machine-readable form, together with user instructions, programming notes, specifications and other information and materials, in such a form and with sufficient interpretive material to enable a reasonably skilled programmer to maintain and support the Work Product.

5. **Confidential Information.** Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, technical information, functional and technical specifications, designs, drawings analysis, research, processes, computer programs, methods, ideas, "know how," business information such as sales and marketing research, materials, plans, accounting and financial information, personnel records, and other information designated as confidential expressly or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient without use of or access to the Confidential Information; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party free to disclose the information. With respect to the other Party's Confidential Information, the Parties hereby agree, during the Term and at all times thereafter, not to other than as contemplated hereby, (i) use, (ii) commercialize or (iii) disclose such Confidential Information to any third party without the other Party's prior written approval. Neither a Party nor the representatives of such Party may alter or remove, from any documentation or material owned or provided by the other Party, any proprietary, copyright, trademark, trade secret, or other proprietary legend. Each Party will use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information but, in any event, no less than that which is reasonable. The Parties acknowledge that violation by either Party of this Section 6 of the Agreement may cause irreparable harm to the other Party that would not be adequately compensable by monetary damages. In addition to any other right or remedy available under this Agreement, at law, or in equity, it is agreed that injunctive relief will be available to prevent any actual or threatened violation of this Section 6.

6. **Term, Termination and Effect of Termination.**

a. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section, continue until one (1) year from the Effective Date (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall renew for successive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") if the Parties mutually agree

in writing to renew no less than thirty (30) days prior to the applicable anniversary of the Effective Date.

b. Either Party may terminate this Agreement at any time in the event of a material breach by the other Party, provided that the terminating Party provides written notice of the material breach and the breach remains uncured after thirty (30) days written notice thereof.

c. If Subcontractor, or a significant portion thereof, is sold or merges or undergoes a change of control transaction prior to the end of the Term, CRISP may terminate this Agreement as of the date of completion of the transaction.

7. **Indemnity.**

a. Each Party shall indemnify, defend and hold harmless the other Party (including all of its affiliates, officers, directors, employees and agents) from and against any and all damages, costs, losses, liabilities, claims, legal actions and demands (including reasonable attorney's fees, costs, expenses, expert witness fees and cost of investigation, litigation or dispute resolution on account thereof) resulting from third party claims (or any settlement in favor of such third party resulting from such third party's claims) (a) resulting from the indemnifying Party's breach of this Agreement; (b) resulting from a violation by the indemnifying Party of applicable law; or (c) alleging that any of the materials provided by the indemnifying Party infringes or violates any (i) patent issued in the United States or European Union, (ii) copyright, or (iii) trade secret; but neither Party shall be required to indemnify the other for any of the other Party's loss of profits and/or revenues resulting from such suit or proceeding.

b. The Party claiming indemnification must give the indemnifying Party prompt written notice of any claim under this paragraph (provided, that failure of the indemnified Party to notify the indemnifying Party of any such claim shall not relieve the indemnifying Party of its indemnification obligations except to the extent such failure adversely impacts the ability of the indemnifying Party to successfully defend against such claim).

c. The indemnifying Party has the right to assume the defense of such claim and select counsel reasonably acceptable to the indemnified party.

d. The indemnified Party must cooperate with the indemnifying Party in all reasonable respects in connection with the investigation and defense of any such claim (at the indemnifying Party's expense); and

e. The indemnifying Party has the right to consent to the entry of judgment with respect to, or otherwise fully and finally settle such claim on notice to the indemnified party, such consent not to be unreasonably withheld. No withholding of such consent by the indemnified Party shall be deemed unreasonable if such settlement involves any remedy aside from immediate payment of money or does not include a full and unconditional release of the Indemnified Party from any and all liability.

8. **Limitations of Liability and Remedies.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The entire liability of either Party under this Agreement shall be limited to the total of all fees and expenses actually paid under or in connection with this Agreement and all SOWs. The Parties agree that breach of any of the provisions of this Agreement may cause irreparable harm to either Party which would not be adequately compensated by money damages alone. Without limiting the remedies available to either Party under this Agreement, at law, or in equity, each Party shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

9. **Insurance.** Subcontractor shall effect and maintain the following insurance with respect to the Services, copies of which shall be provided upon request:

    a. Worker's Compensation Insurance covering all of Subcontractor employees providing Services to the extent required by law; and

    b. General Comprehensive Liability Insurance, with a minimum limit of $1,000,000 per occurrence, and $5,000,000 in the aggregate.

    c. If the foregoing coverages are provided on a claims-made basis upon the termination or expiration of this Agreement, or the expiration or cancellation of the insurance, Subcontractor will: (i) renew the existing coverage, maintaining the expiring policy's retroactive date; or (ii) purchase either an extended reporting endorsement from the prior insurer, or "Prior Acts" coverage from the subsequent insurer, with a retroactive date on or prior to the Effective Date and, in either event, for a period of three (3) years following the termination or expiration of this Agreement.

10. **Compliance with Laws and Regulations.** Each Party shall ensure that it complies with the applicable local, state and federal laws and regulations in performing its obligations hereunder. The Parties represent and warrant that neither it nor any employee or contractor furnished by it for Services is (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; and (iii) under investigation or otherwise aware of any circumstances which may result in a Party being excluded from participation in the Federal Health Care Programs. The Parties will immediately notify the other Party of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the non-breaching Party the right to terminate this Agreement immediately for cause.

11. **Security**. Subcontractor agrees to comply with all CRISP's internal privacy and security rules and procedures, including (1) entering into a HIPAA Subcontractor Business Associate Agreement in Appendix B; (2) providing annual security audit reports (e.g., SOC-2, HITRUST) to CRISP; and (3) completing an annual security questionnaire. Subcontractor will make security information available to CRISP that CRISP may need to satisfy its security obligations

under grants or contracts. CRISP will have the right to audit Subcontractor at any time to ensure compliance with this Section.

12. **Disclosure of Records**. To the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Subcontractor shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing Services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such Services. This Section is included pursuant to and is governed by the requirements to 42 U.S.C. § 1395x(v)(1) and the regulations thereto.

13. **General.**

a. **Survival**. The only provisions of this Agreement that will survive the termination or expiration of this Agreement are those provisions that are necessary to survive in order to give such Sections the full and intended meaning, and such Sections shall survive only to the extent and duration necessary to give such Sections their intended meaning and affect.

b. **Assignment.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

c. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws principles. The Parties agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any suit or other legal action respecting this Agreement shall be brought exclusively in the state or federal courts of the State of Maryland, and the parties submit to the exclusive jurisdiction of such courts for all purposes.

d. **Severability.** All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case Subcontractor and CRISP agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

e. **Independent Contractors.** The parties hereunder are independent contractors. Neither party shall have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship.

f. **Entire Agreement.** This Agreement constitutes the entire Agreement between CRISP and Subcontractor with respect to the subject matter hereof, and no waiver, modification, alteration or amendment of any of the terms or conditions hereof shall be effective unless and until set forth in a writing duly signed by an officer of Subcontractor and by CRISP.

g. **Force Majeure.** Neither Party shall be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond that party's

reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes, or governmental acts.

h. **Notices.** Any notice or other communication under this Agreement given by any party to any other party will be in English, in writing and will be deemed properly given when sent to the intended recipient by certified letter, receipted commercial courier or electronically receipted facsimile or e-mail transmission (acknowledged in like manner by the intended recipient) to. Any Party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Section.

i. **Days.** Any references in this Agreement to "days" shall mean calendar days unless expressly provided otherwise.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its respective duly authorized representative as of the Effective Date.

[SUBCONTRACTOR]

Signature: _____

Print Name: _____

Title: _____

Date: _____, 202_

Email: _____

CHESAPEAKE REGIONAL INFORMATION SYSTEM FOR OUR PATIENTS

Signature: _____

Print Name: _____

Title: _____

Date: _____, 202_

Email: _____

Appendix B

SOW

1. **Project Name:**

2. **Overall Objective and Background:**

3. **Term:**

4. **Key Contacts:**

    a. **Project Lead(s)**
    b. **Other Individuals Responsible for SOW, including their Role(s) and Responsibility(ies)**

5. **Deliverables and Project Plan:**

6. **Level of Effort:**

    [Include Dollar Ceiling / Not to Exceed Amount]

Invoicing Procedures

Bill to Address	Client Project Manager
CRISP 7160 Columbia Gateway Drive, Suite 100 Columbia, MD 21046 ap@crisphealth.org	[XXX]

FOR CRISP:

ACCEPTED BY:

Please Print _____

Title: _____

Signature: _____ Date: _____

FOR _____:

ACCEPTED BY:

Please Print _____

Title: _____

Signature: _____ Date: _____

Appendix C

Business Associate Agreement

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement ("Agreement") is entered into _____ ("Subcontractor") and Chesapeake Regional Information Systems for our Patients, Inc. ("Business Associate") and is effective as set forth in Section 6 (a) below.

RECITALS

A. Business Associate provides services to Covered Entities in Business Associate's capacity as a Health Information Exchange in accordance with each CRISP Participation Agreement ("Business Agreement").

B. Under the Business Agreement, Covered Entities may disclose information to Business Associate which constitutes Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, including the Privacy Rule and the Security Standards, as amended by the Health Information Technology for Economic Clinical Health Act of 2009 "the HITECH Act" and its implementing Regulations and Guidance (collectively, "HIPAA").

C. Subcontractor provides professional and software services to Business Associate under the terms of Master Service Agreement ("Services Agreement"). Those services involve Subcontractor's performance of functions, activities or services involving access to Protected Health Information of Covered Entities.

D. The purpose of this Agreement is to satisfy the requirements of HIPAA that Subcontractor provide satisfactory written assurances to Business Associate that it will comply with the applicable requirements of HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, including the definitions stated in the Recitals, which are incorporated into this Section 1 by reference, capitalized terms have the meanings ascribed to them under HIPAA for purposes of this Subcontractor Business Associate Agreement.

a. Breach. "Breach" means the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, subject for reporting purposes to the statutory exceptions specified at Section 13400 of the HITECH Act and to the regulatory exclusions specified at 45 C.F.R. §164.402 and any future amendments thereto.

b. Guidance. "Guidance" shall mean official guidance of the Secretary as specified in the HITECH Act and any other official guidance or interpretation of HIPAA by a federal governmental agency with jurisdiction.

c. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that are (i) the medical records and billing records about Individuals maintained by, or for a covered Health Care Provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. For purposes of this definition, the term record means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a Covered Entity.

d. HIPAA Regulations or Regulations. References to "HIPAA Regulations" or "Regulations" shall mean the Privacy Rule and the Security Standards, as amended by Regulations commonly referred to as the HITECH Modifications to the HIPAA Privacy, Security Enforcement and Breach Notification Regulations

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended by the HITECH Act, as may be implemented by HIPAA Regulations and Guidance.

f. Protected Health Information or PHI and ePHI. "Protected Health Information" and "PHI" shall have the same meaning as the term "protected health information" in HIPAA and shall include ePHI. Specific references to "ePHI" shall be deemed to refer only to PHI in electronic form. All references to PHI or ePHI in this Agreement shall refer only to PHI or ePHI of Covered Entities created, received, maintained or transmitted by Subcontractor under the Services Agreement on behalf of Business Associate as authorized under each Business Agreement unless specifically stated otherwise. Protected Health Information includes Genetic Information.

g. Security Incident. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

h. Security Standards. "Security Standards" shall mean the Security Standards at 45 CFR parts 160, 162 and 164, as amended by the HITECH Act and as may be implemented by HIPAA Regulations and Guidance.

i. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. Subcontractor. "Subcontractor" shall mean a person or entity to which Subcontractor further delegates a function, activity or service involving access to PHI or ePHI of Covered Entities, other than as a member of Subcontractor's Work Force. References to a "Second Tier" Subcontractor shall mean a person or entity to which Subcontractor further delegates such a function, activity or service.

k. Unsecured. "Unsecured" as applied to Protected Health Information means Protected Health Information in any form, electronic, paper or oral, that is not secured through the use of a technology or methodology specified by the Secretary in HIPAA Regulations and Guidance.

2. Obligations and Activities of Subcontractor as to Protected Health Information.

a. Subcontractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Services Agreement, this Agreement, as Required by Law and to otherwise comply with the provisions of the Privacy Rule and the Security Rule applicable to Subcontractor. This includes, without limitation, the restrictions on the Sale of PHI and on its Use for Marketing provided in the HITECH Regulations.

b. Subcontractor agrees to use appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for in Section 2 a. above. If and to the extent Protected Health Information is disclosed to, accessed, used, maintained, held, or created by Subcontractor is ePHI, Subcontractor will comply with the applicable provisions of the Security Standards, including by providing Administrative, Physical, and Technical Safeguards for all ePHI and by developing Policies and Procedures implementing those Safeguards.

c. Subcontractor agrees to promptly report to Business Associate any use or disclosure of the Protected Health Information not provided for in the Services Agreement and/or this Agreement. Subcontractor agrees to report to Business Associate any Breach within two (2) business days of the first day the Breach is known, or reasonably should have been known, to the Subcontractor, including for this purpose known to any employee, officer, or other agent of the Subcontractor (other than the individual committing the Breach) ("Breach Notice"). The Breach Notice will include the date of the Breach and the date of discovery of the Breach and, to the extent known to Subcontractor at the time of the Breach Notice in the exercise of reasonable diligence, (i) identification of each Individual whose Unsecured PHI was, or is reasonably believed by the Subcontractor to have been, subject to the Breach, (ii) the nature of the PHI that was subject to the Breach and (iii) other information required for notification of Individuals of the Breach ("collectively, Breach Information"). Subcontractor will notify Business Associate in writing, to the extent known to Subcontractor at the time in the exercise of reasonable diligence of any additional Breach Information not included in the Breach Notice or of the circumstances that prevent Subcontractor from obtaining such additional information not later than ten (10) days after the Breach Notice was sent by Subcontractor. Subcontractor will cooperate with Business Associate in the further investigation of the Breach, as reasonably required or as requested by Business Associate. The steps required of Subcontractor under this Section 2 c. shall be at Subcontractor's expense. If Subcontractor believes that the facts related to a Breach justify the application of any statutory exceptions specified at Section 13400 of the HITECH Act or the regulatory exclusions specified at 45 C.F.R. §164.402, Subcontractor shall describe those facts in the Breach Notice and the parties shall thereafter discuss the possible application of an exception or an exclusion, provided that any final decision on the availability of

an exclusion or exception will be that of the Business Associate in consultation with the affected Covered Entities.

d. The parties agree that this Section 2 d. satisfies any notices necessary by Subcontractor to Business Associate of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Business Associate shall be required. For purposes of this Agreement, such Unsuccessful Security Incidents include, without limitation, activity such as pings and other broadcast attacks on Subcontractor's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above, so long as no such Unsuccessful Security Incident results in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with information system operations related to the ePHI, provided that, upon written request from Business Associate, Subcontractor will provide a log or similar documentation of Unsuccessful Security Incidents for the period of time reasonably specified in Business Associate's request. Successful Security Incidents will be reported to Business Associate within two (2) business days of the date the Successful Security Incident is, or in the exercise of reasonable efforts should have been known, to Subcontractor. If the Successful Security Incident constitutes a Breach, the parties will proceed as required under this Agreement as to a Breach.

e. Subcontractor agrees to use reasonable efforts to mitigate, at its expense, any harmful effect that is known to Subcontractor to result from a use or disclosure of Protected Health Information by Subcontractor in violation of the requirements of the Services Agreement and/or this Agreement, including without limitation a Breach. Subcontractor will coordinate any mitigation efforts with Business Associate.

f. Subcontractor agrees to ensure that any Second Tier Subcontractor agrees, in a form meeting the requirements of 45 C.F.R. § 164.314, to substantially the same restrictions and obligations that apply through this Agreement to Subcontractor with respect to such Protected Health Information, including those obligations relating to ePHI. Upon Subcontractor's knowledge of a pattern of activity or practice of a Second Tier Subcontractor in violation of the requirements of the foregoing agreement, Subcontractor will provide notice and an opportunity, not longer than ten (10) business days after the notice, for the Second Tier Subcontractor to end the violation. Subcontractor will terminate the agreement with that Second Tier Subcontractor, at a minimum, as to services of the Second Tier Subcontractor covered by this Agreement, if the Second Tier Subcontractor does not end the violation within the time specified by the Subcontractor.

g. To the extent Subcontractor maintains a Designated Record Set for the Covered Entities, Subcontractor make available, within a reasonable amount of time of receipt of an appropriate, written request, Protected Health Information in the Designated Record Set, in accordance with the requirements of HIPAA, including information, if any, maintained in an Electronic Designated Record Set. Subcontractor will report any request for Access that it receives directly from an Individual to Business Associate within five (5) business days of receipt. The affected Covered Entities, in consultation with Business Associate, will determine any appropriate limitations on such Access and the parties will determine a reasonable method for providing such Access (including, if appropriate for Transmission to a Third Party).

h. To the extent Subcontractor maintains a Designated Record Set for the Covered Entities, Subcontractor agrees to make an Amendment, within a reasonable amount of time of receipt of a request, to Protected Health Information in the Designated Record Set, in accordance with the requirements

of HIPAA. Subcontractor will report any request for an Amendment that it receives directly from an Individual to Business Associate within five (5) business days of receipt. The affected Covered Entities, in consultation with Business Associate, will determine any appropriate limitations on such Amendment.

i. Subcontractor agrees to maintain and make available information required to provide an Accounting of its Disclosures of Protected Health Information required for the Covered Entities to respond to a request by an Individual in accordance with the requirements of HIPAA. At such time as final regulations or Guidance as to Accounting for Disclosures for purposes of Treatment, Payment and Health Care Operations ("TPO Accounting") are published, Business Associate will provide an amendment to this Agreement under Section 7 e. to specify the extent and manner in which such information will be recorded and provided, to be effective as of the date upon which compliance with the TPO Accounting requirements is required by Covered Entities.

j. Subject to receiving notice in accordance with Section 4 b., Subcontractor agrees to abide by any restriction on the use or disclosure of PHI agreed to by Covered Entities.

k. Upon request, Subcontractor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Subcontractor on behalf of Covered Entities available to the Secretary for purposes of determining Covered Entities', Business Associate's or Subcontractor's compliance with HIPAA.

l. To the extent that Subcontractor will carry out any obligation of Covered Entities under the Security and Privacy provisions set out in Subpart E of 45 CFR Part 164, Subcontractor will perform such obligations in compliance with the provisions of such Subpart that apply to the Covered Entities as to such obligations.

3. Permitted Uses and Disclosures of Protected Health Information by Subcontractor. Subcontractor may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Business Associate as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entities. In addition:

a. Except as otherwise limited in this Agreement, Subcontractor may Disclose Protected Health Information for the proper management and administration of the Subcontractor, to report violations of the law to law enforcement, or to carry out legal responsibilities of Subcontractor, provided that Disclosures are Required by Law, or Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and provided further that the person notifies the Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached. For avoidance of doubt, the provisions of Section 2.f. apply to Disclosures to a Second Tier Subcontractor.

b. Subcontractor may use Protected Health Information to provide Data Aggregation services to Covered Entities to the extent provided for in the Services Agreement.

c. Subcontractor agrees that it will not De-identify any PHI to which it has access under the Services Agreement except as for a purpose permitted under the Services Agreement (subject to any approvals required for such use under the Services Agreement). Without limiting the generality of the foregoing, and regardless of what may be permitted under Applicable Law, Subcontractor will not manipulate, aggregate, integrate, compile, merge, reorganize, regenerate such PHI, even if De-identified, or derive from such PHI, even if De-identified, any list, compilation, abstraction, or other information to use for a business or other purpose of Subcontractor that is unrelated to the services Subcontractor provides under the Services Agreement ("Secondary Use") or allow access to the PHI or any derivation of it to a third party (even if related to Subcontractor) for a Secondary Use.

4. Obligations of Business Associate to Inform Subcontractor of Privacy Practices and Individual Restrictions.

a. Business Associate shall provide Subcontractor with the Notice of Privacy Practices that Covered Entities produce in accordance with HIPAA as well as any changes to such Notice, to the extent received from a Covered Entity and to the extent that a provision will affect Subcontractor's use or disclosure of PHI.

b. Business Associate shall notify Subcontractor of any Restriction on the Use or Disclosure of Protected Health Information that Covered Entities have agreed to in accordance with the Privacy Rule, to the extent that such restriction will affect Subcontractor's Use or Disclosure of Protected Health Information. In order to allow Subcontractor to comply with such agreed restriction, such notice will be provided as much in advance of the date upon which compliance by the Subcontractor is required under HIPAA as is reasonable. The foregoing specifically includes an agreement not to disclose an item or service paid for entirely out-of-pocket by an Individual to a Health Plan for Payment or Health Care Operations (unless such disclosure is Required by Law).

5. Permissible Requests or Disclosures; Minimum Necessary. Except as specifically provided in the Services Agreement or this Agreement, Business Associate shall not request Subcontractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entities, except as provided in this Agreement for Subcontractor's Data Aggregation, internal management and administration or legal responsibilities. Without limiting the generality of the foregoing, Business Associate will provide, and Subcontractor will request, no more than, the Minimum Necessary amount of PHI required for the performance of Subcontractor's services under the Services Agreement. As of the date upon which compliance is required with Guidance regarding Minimum Necessary, Subcontractor and Business Associate will comply with such Guidance. To the extent that an amendment to this Agreement is required for such compliance, Business Associate will provide such an amendment in accordance with Section 7.d.

6. Term and Termination

a. Term. This Agreement is effective as of the Effective Date of the Services Agreement. This Agreement shall terminate when the Services Agreement terminates and all of the Protected Health Information provided by Business Associate to Subcontractor, or created or received by Subcontractor on

behalf of Business Associate, is destroyed or returned to Business Associate, or if it is not feasible to return or destroy Protected Health Information, when protections are extended to such Protected Health Information, in accordance with the provisions of Section 6 c.

b. Termination.

i. Upon one party's knowledge of a material breach by the other party of this Agreement, the parties shall proceed under the termination for cause for material breach provisions of the Services Agreement. Notwithstanding the foregoing, if there is no termination for cause for material breach provision in the Services Agreement, then the non-breaching party shall provide the breaching party with written notice of the material breach which describes the breach in reasonable detail and the breaching party shall have thirty (30) days from receipt of the notice to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party has not done so within that period, the non-breaching party may terminate this Agreement for cause effective on further written notice to the breaching party;

ii. Notwithstanding the foregoing, the non-breaching party may immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and the non-breaching party reasonably determines that cure is not feasible.

c. Effect of Termination.

i. Upon termination of this Agreement for any reason, Subcontractor agrees to return or destroy (in a manner that renders the information Secure) all PHI received from, or accessed, maintained, used, disclosed and/or transmitted for or on behalf of, Business Associate by Subcontractor. If, or to the extent that, Subcontractor reasonably determines that the return or destruction of PHI is not feasible, Subcontractor shall inform Business Associate in writing of the reason thereof, and agrees to extend the protections of this Agreement to such PHI and to limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible until Subcontractor returns or destroys the PHI.

ii. To the extent the Services Agreement specifically deal with the return or destruction of PHI following termination or expiration of the Services Agreement, the provisions of the Services Agreement shall govern, so long as such provisions are compliant with HIPAA.

7. Miscellaneous

a. Regulatory References. A reference in this Agreement to a provision of the Privacy Rule, the Security Standards, or HIPAA Regulations or Guidance means the referenced material as in effect as of the Effective Date or as subsequently amended or as supplemented or implemented.

b. State Privacy or Security Laws. Subcontractor will comply with privacy, data security and consumer notification of a breach of personal information laws of the State of Maryland or of the District of Columbia or other states, to the extent relevant under the Services Agreement. In addition, Subcontractor

will comply with applicable restrictions on storage or transmission of PHI by Subcontractor, as known, or as reasonably should be known, to Subcontractor.

c. Other Agreements for Services. To the extent that Subcontractor provides services to Business Associate under agreements other than the Services Agreement, and such services involve Subcontractor's access to PHI of Covered Entities as a Subcontractor under HIPAA ("Other Service Agreements"), unless the Other Service Agreement specifically provides otherwise or incorporates another form of Subcontractor Business Associate Agreement, the provisions of this Agreement shall apply to Subcontractor under the Other Service Agreement and all references to Services Agreement shall be deemed to refer to the Other Service Agreement.

d. Amendment. The parties agree that in the event that Business Associate reasonably determines that the provisions of this Agreement or of the Service Agreement require amendment based on HIPAA, including but not limited to Guidance or Regulations to be published by the Secretary after the Effective Date of this Agreement or other legislative or regulatory changes to the Privacy Rule or the Security Standards, Business Associate may notify Subcontractor in writing, including of the text of the proposed amendment, the effective date of the amendment and the basis for the amendment in reasonable detail ("Amendment Notice"), and the relevant agreement will be deemed amended as of the date specified in Amendment Notice unless, within ten (10) days of the receipt of the Amendment Notice, Subcontractor notifies Business Associate in writing of an objection to the amendment ("Objection Notice"), including the basis for the objection in reasonable detail. In the event an Objection Notice is timely provided, the parties will thereafter promptly discuss the Amendment in an effort to resolve the objection while assuring compliance with HIPAA by both the Business Associate and Subcontractor as well as the Covered Entities. If the parties are unable to agree on such changes, in writing, within ten (10) days of receipt of the Objection Notice by Business Associate, Business Associate may terminate the Service Agreement without cost or penalty effective on the date on which the proposed amendment was to be effective, as specified in the Amendment Notice. Notwithstanding the foregoing, in the event that Business Associate amends its form of Business Associate Agreement utilized in connection with Business Associate's role in providing a Health Information Exchange ("Standard HIE BAA"), Business Associate may provide an amendment or a new version of this Agreement with conforming changes to those made to the Standard HIE BAA, which amendment or new version shall automatically be effective upon receipt by Subcontractor.

e. Survival. The respective rights and obligations of the parties under this Agreement which require or contemplate compliance after termination of this Agreement shall survive the termination.

f. Independent Contractor, Not Agent. For purposes of this Agreement and HIPAA, Subcontractor will be deemed to be an independent contractor, and not an agent, of Business Associate under applicable law, including federal common law.

g. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA, including the Privacy Rule and the Security Standards, as appropriate, consistent with the Services Agreement.

Business Associate	**Subcontractor**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date