

Request for Proposals

Electronic Health Network Reporting of Electronic Health Care Transactions to CRISP

Request for vendor to provide a solution for the collection and management of electronic health care transactions data.

RFP Issue Date: March 30, 2026
Proposal Due Date: April 30, 2026

Chesapeake Regional Information System for our Patients
10480 Little Patuxent Pkwy
Suite 800
Columbia, MD 21044

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CRISP Overview and Project Background

CRISP is a 501(c)(3) non-profit organization that enables the healthcare community of Maryland and other regions to share data appropriately and securely. Data sharing facilitates care, reduces costs, and improves health outcomes. As Maryland's State Designated Health Information Exchange (HIE), CRISP has evolved to support multi-stakeholder needs through a variety of use cases that leverage clinical and non-clinical data.

CRISP, in collaboration with State partners and electronic health networks (EHNs or clearinghouses), is working to implement Maryland law ([Chapter 791](#) and [Chapter 790](#), *Public Health – State Designated Exchange – Clinical Information*, 2021). This law requires EHNs certified by the Maryland Health Care Commission (MHCC) to provide electronic health care transactions (transactions) to the State Designated HIE (CRISP) for certain permitted purposes. More recently, legislation ([Chapter 615](#), *Maryland Department of Health - AHEAD Model Implementation - Electronic Health Care Transactions and Population Health Improvement Fund*, 2025) clarifies that transactions may support Maryland's participation in the AHEAD Model administered by the Centers for Medicare & Medicaid Services in collaboration with Maryland and any successor models.

Under these laws and consistent with regulations adopted by MHCC, CRISP is developing policies and procedures to support EHNs' submission of electronic health care transaction information to CRISP. Final regulations ([COMAR 10.25.07](#), *Certification of Electronic Health Networks and Medical Care Electronic Claims Clearinghouses*) became effective on November 10, 2025. In collaboration with MHCC and the EHNs, CRISP developed the [Electronic Health Care Transactions Technical Submission Guidance](#) (Technical Submission Guidance) detailing technical requirements for submitting 837P and 837I health care transaction information to CRISP.

This Request for Proposals seeks a vendor to support the implementation of the above-referenced laws, regulations, and Technical Submission Guidance. The vendor will develop a solution to: (1) collect transaction data from EHNs, (2) normalize transaction data and aggregate the data into a repository, and (3) provide transaction data in an agreed upon format to CRISP on a routine basis. The solution must ensure the confidentiality, integrity, and availability of transaction data during collection, transmission, and storage.

Scope of Work

Project Scope

Responding vendors must review the requirements in the Technical Submission Guidance available at: <https://www.crisphealth.org/ehn/>. Proposals must showcase the vendor's understanding of electronic health care transactions and how to implement the Technical Submission Guidance into action.

In this Request for Proposals, CRISP seeks to assess vendor capabilities to implement a solution that will: (1) collect transaction data from EHNs, (2) normalize transaction data and aggregate the data into a repository, and (3) provide transaction data in an agreed upon format to CRISP on a routine basis.

Under regulation, CRISP must review at least annually and may update the Technical Submission Guidance. The vendor must update their solution to reflect the current Technical Submission Guidance.

1. Collect transaction data from EHNs.

1.1. Issue connectivity instructions.

The vendor shall develop and issue connectivity instructions to EHNs. This should build on, but not duplicate, the Technical Submission Guidance. The connectivity instructions should, at minimum address:

- EHN to vendor connectivity and data transfer specifications
- Data quality and validation processes
- Testing processes
- Process to confirm EHN submission readiness
- Timeline for the vendor to begin accepting test data and production data
- 837P and 837I flat file submissions example/sample files

1.2. Connect with EHNs

The vendor shall facilitate and establish connections with [MHCC-certified EHNs](#) that are required to report 837 transaction data to CRISP. The Technical Submission Guidance contains information on the type of connectivity between the vendor (on behalf of CRISP) and the EHNs.

This connectivity task includes onboarding existing EHNs at the initiation of this contract and adding new EHNs that enter the market in Maryland. The vendor will be responsible for terminating connectivity if EHNs leave the market. As of March 2026, there are approximately 15 EHNs that process 837s originating in Maryland.

CRISP will provide the vendor with contacts for MHCC-certified EHNs and assist with initial EHN outreach.

1.3. Provide a system for EHNs to submit test data.

The vendor shall develop and provide a system to allow the EHNs to submit test data as either a native 837 transaction batch submission or as a flat file (each EHN selects that EHN’s submission type; submission formats defined in the Technical Submission Guidance). As defined in the Technical Submission Guidance, the test system shall validate, acknowledge, and provide data quality reports for each test submission.

The vendor must ensure that the test environment reflects updates or modifications to the production environment (e.g., test and production are appropriately synced).

The vendor shall document and report EHN testing status to CRISP on a routine basis in addition to providing ad hoc status updates as requested by CRISP.

1.4. Collect production data from EHNs.

The vendor shall develop and provide a system to allow the EHNs to submit production data as either a native 837 transaction batch submission or as a flat file (ach EHN selects that EHN’s submission type; submission formats defined in the Technical Submission Guidance). As defined in the Technical Submission Guidance, the vendor shall validate, acknowledge, and provide data quality reports for each production submission.

The vendor shall have a documented process to allow EHNs to submit data submission corrections.

CRISP must review at least annually and may update the Technical Submission Guidance. The vendor must annually update the data collect system to conform with Technical Submission Guidance updates.

The vendor shall document and report EHNs production submission status to CRISP on a routine basis in addition to providing ad hoc status updates as requested by CRISP.

Estimating Volume of Transactions

For points of reference in scaling this effort, we are providing the following data. Note that these data elements reflect different types of claims and transactions at different points of claims processing. The vendors should use their knowledge of claims transactions and processing to estimate the level of effort required for this work:

Self-Reported EHN Transaction Volume, 2024

- Combined 837I and 837P range up to 15.2 million per EHN, totaling 23.9 million transactions across roughly 13 EHNs.
 - 837I range up to 1 million per EHN, totaling 2 million across 11 EHNs.
 - 837P range up to 14.2 million per EHN, totaling 21.9 million across 12 EHNs.

Maryland’s Medical Claims Database (MCDB) Commercial, Non-ERISA and Medicare Advantage – Reported by MCDB Vendor – Q1 2025 Submission Total Record Counts (Preprocessing)

- Institutional Record Count: 12,795,017
- Professional Record Count: 39,033,262

CRISP Analytic Data Files – Distinct Claim Counts for Medicare and Medicaid Maryland Providers CY 2025

- Medicare (Restricted to Maryland Providers):
 - Part A: 2,284,491
 - Part B DME: 425,490
 - Part B Physician: 22,857,640
 - Total: 25,567,621
- Maryland Medicaid – Fee-for-Service and MCO Encounters (Restricted to Maryland Providers):
 - All Claims: 53,868,724

2. Normalize transaction data and aggregate the data into a repository.

The vendor shall develop a data repository for the production data collected from the EHNs and maintain the data repository through the end of the contract.

The vendor shall conduct data normalization tasks, including, but not limited to:

- Normalizing data between 837 and flat file format
- Data versioning
- Identify claim “last in chain”
- Removal and destruction of erroneous data submissions identified per the Technical Submission Guidance

3. Provide data in an agreed upon format to CRISP on a routine basis.

The vendor shall extract data from the data repository and provide the data to CRISP in an agreed upon format on a routine basis. The vendor shall ensure that the extract data is easy to use (for example, the vendor develops logic to provide only final or “last in chain” transactions for duplicate or adjusted data).

The vendor shall provide a “data dictionary” for the data extract.

CRISP, **not the vendor**, will be responsible for downstream distribution of this data to authorized users for approved use cases. CRISP, **not the vendor**, will apply patient opt out. The EHNs and CRISP, **not the vendor**, must filter and restrict from disclosure legally protected health information, as required by Chapter 249, *Health – Reproductive Health Services – Protected Information and Insurance Requirements* (2023).

Additional Provisions

The vendor will act as a conduit for CRISP to receive EHN data under this procurement. The vendor does not own or have any rights to the data under this procurement.

The vendor shall support a smooth transition at the end of this contract. The vendor is responsible for timely transfer of all data to CRISP and/or the new vendor upon termination of this contract.

Milestones and Timeline

We divide work for this effort into two phases: (1) Development and Implementation, and (2) Operations.

- (1) Development and Implementation – Major Milestones
 - Issue connectivity instructions to EHNs
 - Begin connecting EHNs
 - Begin testing with EHNs – Successfully receive test data through either format, 837P/837I or flat file, acknowledge data receipt, and return a data quality report to CRISP and EHN
 - Solution implemented – Collect production data with normalized production data flowing into the data repository
 - System ready to provide extract data – Submit first extract to CRISP and CRISP approves extract
- (2) Operations - To commence when CRISP and vendor agree that the vendor has successfully completed the development and implementation of major milestones

The contract will commence on or around May 15, 2026. **The proposed solution must be ready to collect production data (“Solution implemented”) within 12 months from contract start.**

The State of Maryland has emphasized the importance of moving quickly to collect data from all Maryland EHNs and has requested that **CRISP prioritize vendor selection with timelines that collect production data in a shorter timeline than one year.**

Security Requirements

CRISP requires vendors to uphold high security practices and standards. Please review Appendix A – Master Services Agreement to ensure your organization complies with all provisions, including Section 11. Security and Section 12. No Offshoring.

As an agent of CRISP, the vendor must meet all requirements in the Technical Submission Guidance, including EHN-to-vendor data connectivity and transfer specifications, timely notifications (such in the event of a system failure or security incident), and adherence to the security and encryption standards.

Vendor Qualifications

CRISP seeks a vendor with most or all of the following qualifications and experience:

- Working with HIEs, HDUs, health data organizations, and/or public health agencies
- Working with clearinghouse organizations
- Receiving data in standard transaction formats (such as 837I and 837P)

- Receiving data in flat file formats
- Managing claims data, claims versioning (identifying duplicates and earlier versions of transactions), and identifying last in chain
- Automating quality control checks
- Aggregating and distributing data outputs
- Complying with data security standards including certifications such as HITRUST

Proposal Format

The response should follow the format below. The response should be concise while providing sufficient detail to adequately address all requirements. We provide estimates of single-spaced page number length for each section; however, there are no page requirements or limits on the response.

Section 1. Cover Letter

- The responsible individual entering into the contract must sign the cover letter.
- Estimated length: 1 page.

Section 2. Executive Summary

- Introduce the vendor organization and provide a high-level overview of the proposed solution and associated timeline.
- Estimated length: 1 page.

Section 3. Vendor Overview and Qualifications

- Complete the following table:

Prompt	Vendor Response
(1) Dun and Bradstreet Number	
(2) Address of Headquarters	
(3) Length of Time in Business	
(4) Number of Full-Time Equivalent Employees	
(5) Past Performance Reference 1 Contact Information	
(6) Past Performance Reference 2 Contact Information	

- Demonstrate prior experience and qualifications relevant to the scope and requirements in this RFP.
- Estimated length: 2 to 3 pages.

Section 4. Proposed Solution

- Describe the approach to meeting the scope of work described above. You may choose to organize the response by the Scope of Work: Project Scope sections 1 through 3. Alternatively, you may choose to organize the response in a different way that is logical for your proposed solution.
- Demonstrate a thorough understanding of the project objectives, expected deliverables, and Technical Submission Guidance. We strongly suggest referencing section numbers from the Technical Submission Guidance in your response.
- If using subcontractor(s), describe subcontractor(s) role(s) in delivering the proposed solution.
- The response may propose additional innovative or alternative solutions that achieve the requirements in this RFP.
- Estimated length: 6 to 8 pages.

Section 5. Project Management, Implementation, and Timeline

- Project Management
 - Describe the project team, including key staff, their roles, and relevant experience. Identify the project lead to serve as CRISP's day-to-day contact.
 - Describe the project management structure including the approach to communicating with CRISP so that CRISP stays apprised of project status to know that work progresses as expected.
- Implementation and Project Timeline
 - For the purposes of this response, assume a contract/project start date of May 15.
 - CRISP is allowing each vendor to provide **up to two implementation timelines** for this RFP response.
 - **Accelerated timeline:** All development and implementation work completed by October 1, 2026.
 - **Standard timeline:** All development and implementation work completed by May 15, 2027.
 - **For the standard timeline, we encourage vendors to commit to earlier completion dates (such as January 15, 2027 for a nine-month development and implantation timeline), if possible.**
 - **Vendors do not have to submit both timelines.** A vendor should only submit an accelerated time if the **vendor is confident that their organization will deliver an on-time solution that fully meets the requirements of this RFP by October 1, 2026.**
 - If a vendor opts to submit an accelerated timeline, the vendor should include timeline risks and risk mitigation strategies.
 - If a vendor opts to **not submit** an accelerated timeline, the vendor may provide rationale as to why a different timeline better meets the needs of this project for the vendor.
 - Include in your timeline at least the major milestones bulleted below. Your organization is free to include additional milestones or key areas of effort to help our team understand your project plan. Major milestones:

- Issue connectivity instructions to EHNs
 - Vendor ready to connect with EHNs
 - System ready to begin testing with EHNs
 - System ready to collect production data from EHNs
 - System ready to provide extract data to CRISP
- Phase 2: Operations - To commence when CRISP and vendor agree that the vendor has successfully completed the Phase 1: Development and Implementation major milestones.

Project Timeline			
Phase 1: Development and Implementation			
	Accelerated Timeline (Not Required)	Standard Timeline	Notes
Work Effort	Dates	Dates	
Project start/kick off	May 15, 2026	May 15, 2026	
Issue connectivity instructions to EHNs	<i>Date</i>	<i>Date</i>	
Vendor ready to connect with EHNs	<i>Date</i>	<i>Date</i>	
System ready to begin testing with EHNs	<i>Date (Not later than September 1, 2026)</i>	<i>Date (Not later than March 1, 2027)</i>	
System ready to collect production data from EHNs	<i>Date (Not later than October 1, 2026)</i>	<i>Date (Not later than May 15, 2027)</i>	
System ready to provide extract data to CRISP	<i>Date (Not later than October 31, 2026)</i>	<i>Date (Not later than June 15, 2027)</i>	
Phase 2: Operations			
System routinely collecting data from EHNs	<i>Date (Not later than October 1, 2026)</i>	<i>Date (Not later than May 15, 2027)</i>	

- Estimated length: 3 pages.

Section 6. Security

- Discuss the vendor’s broad approach to data security and how the vendor will meet the security requirements of the MSA.
- Indicate whether the vendor has SOC 2, HITRUST, or other relevant security certifications.
- Discuss specifics of the data security for this effort. Please discuss how the vendor will meet all requirements in the Technical Submission Guidance, including EHN-to-vendor data connectivity and transfer specifications, timely notifications (such in the event of a system failure or security incident), and adherence to the security and encryption standards.
- Estimated length: 1-2 pages.

Section 7. Response to Case Questions

- Case questions allow CRISP to better understand how the vendor solves problems and collaborates with partners. Please respond briefly to the following two questions:

- **Case Question One:** An EHN has been slow to engage with CRISP and the vendor and upon initial connectivity testing has expressed difficulty with successfully producing and submitting test data. How will your organization respond to this situation?
- **Case Question Two:** Six months after an EHN's go-live, the EHN notifies you that the prior month's file submission contains data from out-of-state providers that should not be in the submission. How will your organization respond to this situation?
- Estimated length: 1 to 2 pages total for both questions.

Section 8. Pricing Proposal and Budget Narrative

The period of performance for this effort is the development and implementation phase, plus two years of operations. CRISP may offer two one-year extensions. CRISP maintains discretion to extend option years 3 and 4 to the vendor.

As described above in the scope of work, data collection under this procurement is for the 837P and 837I transactions (in either native format or in flat files). If at a future date Maryland seeks to collect additional transaction types (such as 270), CRISP will negotiate that effort separately.

Milestone Payments:

For the development and implementation phase of this contract and the development of a successful extract data file to CRISP, CRISP will issue payments to the vendor upon completion of a minimum the following five milestones:

1. Issue connectivity instructions to EHNs
2. Begin connecting EHNs – 1 EHN connected
3. Begin testing with EHNs – Successfully receive test data, acknowledge data receipt, and return a data quality report for 1 EHN
4. Solution implemented for collecting production data – Successfully receive production data, acknowledge data receipt, and return a data quality report for 1 EHN with normalized production data flowing into the data repository
5. Provide extract data to CRISP – Provide one extract data file to CRISP with CRISP approving the extract file

Provide your financial proposal using the table below. The vendor may suggest additional milestones by adding additional rows into the pricing table.

Vendors submitting both an accelerated and a standard timeline may submit separate prices for the milestones, reflecting each timeline.

Phase 2: Operations Payments:

After completion of the milestones, CRISP will make monthly payments ongoing through the contract term in an amount agreed upon by CRISP and the vendor.

- Provide your financial proposal using the table below.

Budget Narrative:

Vendors have the option to include a brief budget narrative to provide details or assumptions that we might find helpful. For example, you might describe your price distribution approach between the

development and operations phases or provide us with an understanding of annual licensing fees or data storage fees. The vendor may discuss how they estimated volume of transactions. Vendors may also explain price differences for the accelerated versus standard timelines.

- Estimated length: 2 pages for both the pricing table and the budget narrative.

Pricing Proposal			
Milestone Payments			
Milestone	Milestone Description	Accelerated Timeline Price	Standard Timeline Price
1. Issue connectivity instructions to EHNs	Issue connectivity instructions to all EHNs	\$\$\$ here	\$\$\$ here
2. Connecting with 1 EHN	1 EHN connected	\$\$\$ here	\$\$\$ here
3. Testing with 1 EHN	Successfully receive test data, acknowledge data receipt, and return a data quality report for 1 EHN	\$\$\$ here	\$\$\$ here
4. Solution implemented for production data	Production data collected for 1 EHN with normalized production data flowing into the data repository	\$\$\$ here	\$\$\$ here
5. Provide extract data to CRISP	Provide one extract data file to CRISP with CRISP approving the extract file	\$\$\$ here	\$\$\$ here
TOTAL PRICE FOR MILESTONE PAYMENTS:		<i>Total Phase 1 Accelerated Timeline \$\$\$ here</i>	<i>Total Phase 1 Standard Timeline \$\$\$ here</i>
Phase 2: Operations			
Year	Description	Annual Price	Notes
Year 1 Annual Operation	Invoiced monthly	\$\$\$ here	Not at full transaction volume at initiation of Year 1 (e.g., not all EHN will be submitting production data at the start of the year).
Year 2 Annual Operation	Invoiced monthly	\$\$\$ here	
Optional - Year 3 Annual Operations	Invoiced monthly	\$\$\$ here	
Optional - Year 4 Annual Operations	Invoiced monthly	\$\$\$ here	
TOTAL PRICE FOR PHASE 2 Operations: Please include optional years for a four-year total			<i>Total Phase 2 \$\$\$ here</i>
TOTAL PRICE FOR PHASE 1 and PHASE 2: Please include optional years for a milestone payments + four-year total			<i>Total Phase 1 and 2 \$\$\$ here</i>

Section 9. Supporting Documentation

- Provide supporting documentation including but not limited to:
 - Resumes for key staff (each resume limited to 3 pages). Do not include resumes for more than 4 key staff.
 - Acceptance of Terms and Conditions – form below
 - Optional: Additional references beyond those included in Section 3
 - Optional: Documents such as partnership agreements

RFP Process and Timeline

A selection committee consisting of CRISP team members and relevant external stakeholders will review RFP responses. Depending on the RFP responses, CRISP *may* select multiple vendors for virtual interviews and reference reviews.

Following the interviews, CRISP *may* ask selected vendors to provide a final response and financial bid.

CRISP expects to issue the final vendor award by May 11th. The RFP Timeline below represents CRISP’s best-estimated schedule for this procurement. All dates, including the contract start date, are subject to change.

RFP Timeline

Event	Date	Notes
RFP Released	March 30, 2026	CRISP will post any proposal updates to our website: https://www.crisphealth.org/ehn/
Questions	Ongoing	Questions may be submitted to Meg LaMar <Megan.Lamar@crisphealth.org> CRISP will post questions and responses to our website: https://www.crisphealth.org/ehn/
Vendor Responses Due	April 30, 2026	Proposals must be emailed by 5pm Eastern Time
Vendor Selection	May 11, 2026	CRISP will notify all bidders of their decision
Contract Execution and Kickoff	May 15, 2026	Once selected, CRISP and the vendor will begin the contract execution process.

Submission Instructions

Submit responses by April 30, 2026, **no later than 5 pm (ET)** in a single file to Meg LaMar <Megan.Lamar@crisphealth.org>.

Evaluation Criteria

The selection committee will evaluate proposals based on the following evaluation criteria:

- Completeness of the response

- Degree to which the approach demonstrates an understanding of the Technical Submission Guidance
- Demonstrated vendor knowledge and experience in data collection and aggregation, specifically with 837 and claims datasets
- Proposed timeline
- Reference review
- Pricing proposal

Terms and Conditions

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 determining the 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 – Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), dated as of _____, 2025 (the “Effective Date”), is made by and between _____, a _____ company with a principal place of business located at _____ (“Contractor”), and Chesapeake Regional Information System for Our Patients, a Maryland 501(c)(3) corporation with a principal place of business at 10480 Little Patuxent Parkway, Suite 800, Columbia, MD 21044 (“CRISP”). Contractor 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. Contractor Services and Deliverable Monitoring.

a. Contractor 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 Contractor of any Deficiencies at the completion of the Acceptance Test and shall give Contractor 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, Contractor 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 Contractor 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 Contractor’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 Contractor the fees pursuant to the terms contained in each applicable SOW.

b. Contractor understands that this Agreement is based upon CRISP’s contract with the State of Maryland. CRISP will make payments to Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor will grant CRISP 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 Contractor 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 Contractor, 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. Contractor 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 Contractor 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, Contractor 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. Contractor agrees to comply with all CRISP's internal privacy and security rules and procedures, including (1) providing annual security audit reports (e.g., SOC-2, HITRUST) to CRISP; (2) completing an annual security questionnaire; and (3) complying with the requirements on www.crispsharingservices.org/docs-9fd73a1-security-addendum/. From time-to-

time, CRISP may issue additional or updated security requirements by posting them on <https://www.crispshareservices.org/docs-9fd73a1-security-addendum/> (the “Security Requirements”). Contractor must be in compliance with the Security Requirements, to the extent applicable, within sixty (60) days of their posting or updating (“Deadline”).

a. If Contractor is unable to comply with one or more of the Security Requirements, it must submit a corrective action plan on or before the Deadline to the contact listed on the Security Requirements website. The corrective action plan must list the individual requirements with which Contractor cannot comply, a timeline for compliance, and the steps it is taking to comply (“Corrective Action Plan”).

b. CRISP may reject or ask for a modification of the Corrective Action Plan within thirty (30) days of receipt. If CRISP does not reject or ask for modification of the Corrective Action Plan within thirty (30) days of receipt, it is deemed accepted. CRISP may ask for regular updates on the Corrective Action Plan that Contractor must submit within a reasonable period of time.

c. The Security Requirements shall remain in effect until the later of the termination of the Agreement or until Contractor has certified to the satisfaction of CRISP that all CRISP Data have been destroyed or returned to CRISP according to industry recognized standards such as NIST-SP 800-88, DoD 5220-22M, or SEAP 8100/8200.

d. Contractor 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 Contractor at any time to ensure compliance with this Section.

12. No Offshoring. Contractor shall not permit any Work Product, Confidential Information, or any other information obtained from CRISP or used to develop Work Product for CRISP (“Company Information”) to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view the Company Information.

13. 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, Contractor 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.

14. 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 Contractor 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 Contractor 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 Contractor 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.

[CONTRACTOR]

Signature:

Print Name:

Title:

Date: _____, 202_ Email:

CHESAPEAKE REGIONAL INFORMATION SYSTEM FOR OUR PATIENTS

Signature:

Print Name:

Title:

Date: _____, 202_

Email: _____

Appendix B – SOW Template

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
CSS PO Box 1152 Columbia, MD 21044-9997 ap@crisphealth.org	[XXX]

FOR CSS:

ACCEPTED BY:

Please Print

Title:

Signature:

Date:

FOR _____ :

ACCEPTED BY:

Please Print

Title:

Signature:

Date: