



## CONNECTION AGREEMENT FOR SUBMISSION OF CONSENT MANAGEMENT APPLICATION DATA

This agreement (“Agreement”) is by and between the Chesapeake Regional Information System for Our Patients, Inc. (“CRISP”), and \_\_\_\_\_, (“HIE”) and is effective as of \_\_\_\_\_ (the “Effective date”). This Agreement authorizes HIE to connect to CRISP’s infrastructure (the “CRISP Infrastructure”) to provide certain data (“Data”), and CRISP to receive and exchange these data, in accordance with Md. Code, Health-Gen. §4-302.2 and its implementing regulations, as may be amended (“Enabling Legislation”).

This Agreement grants to HIE a nonexclusive, nontransferable right to access the CRISP Infrastructure to provide Data and receive data as required by the Enabling Legislation. HIE may not share, sell, or sublicense this right with anyone else, nor change, reverse engineer, disassemble or otherwise try to learn the source code, structure, or ideas underlying CRISP’s services, nor connect or install unauthorized or uncertified equipment, hardware or software or improperly use the hardware or software relating to use of CRISP services.

HIE assumes liability for any damage to the CRISP Infrastructure or to any other CRISP Infrastructure users arising out of malicious code or other malware introduced into the CRISP Infrastructure by HIE. CRISP will use commercially reasonable efforts to ensure that data transmitted to HIE through the CRISP Infrastructure does not contain malicious code or other malware.

HIE agrees that CRISP may monitor, access, review, audit, and disclose users’ access to and use of the CRISP Infrastructure for purposes of complying with this Agreement and applicable law.

HIE acknowledges and understands that CRISP will make Data provided by HIE available to authorized individuals and organizations as permitted by the Enabling Legislation, under the direction of the Maryland Health Care Commission. CRISP acknowledges that HIE will make Data provided by CRISP available to authorized individuals and organizations as permitted by applicable law. Each party is responsible for the accuracy, quality, and completeness of the Data provided to the other party. Except as otherwise expressly stated in this Agreement, the parties agree that each party shall be responsible for its own actions and omissions pursuant to the performance of this Agreement and neither party shall hold the other liable with respect to any matter not arising from the other party’s action or omission.

This Agreement shall be governed by the laws of the State of Maryland, exclusive of any conflicts of law principle, which would apply the law of another jurisdiction. This Agreement may be changed, modified or amended only by a writing signed by all parties. The invalidity or unenforceability of any term or provision or any clause or portion thereof of this Agreement shall in no way impair or affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall constitute the entire understanding among the parties with respect to the subject matter hereof, superseding all prior agreements, drafts and understandings, whether written or oral. The failure of a party to enforce promptly a right hereunder shall not constitute a waiver of such right and a waiver of a right by a party upon the breach of this Agreement by another party shall not constitute a waiver with respect to subsequent breaches. This Agreement may be terminated by either party upon 60 days written notice or immediately if the HIE is no longer required to report Data under the Enabling Legislation.



**HIE:** \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CRISP**

PO Box 1152

Columbia, MD 21044

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

FOR REVIEW