



CONNECTION AGREEMENT FOR SUBMISSION OF ELECTRONIC HEALTH NETWORK DATA

This agreement (Agreement) is by and between the Chesapeake Regional Information System for Our Patients, Inc. (CRISP), and _____, (EHN) and is effective as of _____ (the “Effective date”). This Agreement authorizes EHN to connect to CRISP’s infrastructure (the “CRISP Infrastructure”) to provide certain data, and CRISP to receive and exchange such data, in accordance with Md. Code, Health-Gen. §4-302.3 and its implementing regulations, as may be amended.

This Agreement grants to EHN a nonexclusive, nontransferable right to access the CRISP Infrastructure to input data as specified in <https://www.crisphealth.org/ehn/>. EHN 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.

EHN 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 EHN.

EHN 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.

EHN acknowledges and understands that CRISP will make data provided by EHN available to authorized individuals and organizations to the extent permitted by Md. Code, Health-Gen. §4-302.3, under the direction of the Maryland Health Care Commission.

Use of Data. CRISP shall have the right to use the data contained in the Data File for the purposes set forth in Md. Code, Health-Gen. §4-302.3, under the direction of the Maryland Health Care Commission only. CRISP will, and will cause CRISP Users, to use the Data File in compliance with all applicable laws and regulations.

Data File. The parties agree that the data provided by EHN in the Data File shall contain Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and associated legislation and amendments thereto, (collectively “HIPAA”) and is being provided to CRISP at the direction of the Maryland Health Care Commission as required by Md. Code, Health-Gen. §4-302.3. Each Party further agrees that EHN is not a business associate of CRISP because it is not performing treatment, payment or healthcare operations on behalf of CRISP. Additionally, the Parties agree that EHN is not considered a data processor because EHN does not process personal data on behalf of CRISP. Further, each Party agrees that CRISP is not a Business Associate of EHN, and that CRISP is not processing personal data (including, but not limited to, PHI) on behalf of EHN. CRISP agrees that its use of the data contained in the Data File is solely and exclusively at the discretion of the Maryland Health Care Commission and that upon delivery of the Data File, EHN shall not be liable for any claim, demand or action or other proceeding brought by a third party to the extent that it results from CRISP’s improper use or disclosure of the data contained in the Data File.

Delivery of Data File. EHN will deliver the Data File to a CRISP secure SFTP site created and maintained by CRISP.



Accuracy of Data. EHN shall have no responsibility for determining the accuracy of any Data submitted, except to the extent the Data submitted is reflected of the data originally provided to the EHN, for settling disputed claims, for settling disputed payments, for settling disagreements or dispute between any third party, for any liability for the acts of a third party that violate the Social Security Act and related regulations and/or guidelines, or other applicable laws, or for any liability foreseeable or otherwise occurring beyond EHN's transmission of data.

Modification of Data File. If CRISP requests any additional data or information be added to the Data File, it shall be as set forth in <https://www.crisphealth.org/ehn/>.

Termination of Data File Provision. EHN may stop providing the Data File to CRISP if CRISP violates applicable laws or is no longer designated by the Maryland Health Care Commission to receive the Data File.

Notice. In the event of a Security Incident (as defined by HIPAA) related to the Data File, notice should be sent without unreasonable delay by email to _____ or for urgent matters, call SIR hotline 888-255-2554. Such notice shall summarize in reasonable detail the effect on EHN, if known, of the Security Incident and the corrective action taken or to be taken by CRISP to prevent, mitigate or rectify such Security Incident.

Warranties and Disclaimers. Notwithstanding anything to the contrary in this Agreement, the following warranties and disclaimers shall apply to the provision of the Data File pursuant to this Agreement. In the event that the Data File is not transmitted in accordance with this Agreement, EHN's sole responsibility to CRISP and CRISP's sole remedy is for EHN to use commercially reasonable efforts to retransmit the Data File in a timely manner. EHN understands that it may have additional responsibilities to MHCC. This warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim resulting, in whole or in part, or which result from any use of the Data File by CRISP that is not in accordance with this Agreement.

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 EHN is no longer required to report data under Md. Code, Health-Gen. §4-302.3.



EHN: _____

Address 1: _____

Address 2: _____

Signed: _____

Date: _____

Printed Name: _____

Title: _____

CRISP

PO Box 1152

Columbia, MD 21044

Signed: _____

Date: _____

Printed Name: _____

Title: _____