



KAISER
PERMANENTE®

Mid-Atlantic
States Region



ONLINE AFFILIATE PROVIDER ENROLLMENT PACKAGE



Kaiser Permanente (KP) Online Affiliate Provider Enrollment Instructions

Dear Provider,

Thank you for expressing interest in KP Online Affiliate, a web-based program that allows external providers read only access to KP HealthConnect, which is Kaiser Permanente's electronic medical record system.

There are three steps to Activate OLA.

1. Sign and return the attached KP Online Affiliate Provider Entity Agreement

A signed Provider Entity Agreement pertaining to use of the websites and its content is required to participate. Only one (1) Provider Entity Agreement per participating provider entity (group or facility) is necessary. Please complete the information on page eight (8) and arrange for a senior executive to sign the document and return via email to KP-MAS-OnlineAffiliate@kp.org

2. Designate an Administrator (Point of Contact) for KP Online Affiliate

The Administrator may periodically receive communications from Kaiser Permanente and will also be responsible for notifying Kaiser Permanente at KP-MAS-OnlineAffiliate@kp.org if any users leave your entity.

• Provider Group/Entity Name: _____

Group Administrator Contact Information

• Group Administrator First and Last Name: _____

• Phone: _____ Email Address: _____

• Address: _____

(Street Address)

(City, State, Zip)

3. Individual User Enrollment

As soon as your Agreement and Administrator information are received and processed, Kaiser Permanente will send email instructions to the Administrator regarding how users will enroll using an automated online enrollment process. Each individual user will be responsible for their own enrollment. The process generally takes three to four weeks to complete.

There are two types of access available: Clinical Access and Administrative Access. Based upon whether a user has a medical clinical license or certification, Kaiser Permanente will determine the type of access granted based upon our access guidelines.

KAISER PERMANENTE MID-ATLANTIC REGION KP
CONTRACTOR AFFILIATE WEB SITES LICENSE
- PROVIDER ENTITY AGREEMENT

License

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The rights granted pursuant to this License Agreement are subject to the following restrictions: (1) Licensee may use and access the Licensed Materials and KP Data solely in conjunction with Licensee’s use of the Web Sites to the minimum extent necessary in providing health care services to Members and obtaining payment for such services, as authorized under its provider services contract with KP; (2) Licensee may not modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of any software associated with the Web Sites and/or the Licensed Materials and KP Data; (3) Licensee may not under any circumstances sublicense or use the Licensed Materials or KP Data for commercial time-sharing, rental, or service bureau use, or to train persons other than individuals who are identified by a duly authorized administrator on behalf of Licensee as requiring such access to perform their work; and (4) Licensee shall not request or permit access to the Web Sites, Licensed Materials or KP Data other than for Licensee's employees and contractors who (a) are identified by Licensee's duly authorized administrator as requiring such access to perform their work, and (b) are bound to Licensee in writing or, for employees, are bound by Licensee’s written policies, to maintain the Licensed Materials and KP Data in confidence. In its sole discretion, KFH may limit the individuals authorized to use the Web Sites on behalf of Licensee (“End User”).

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Licensee shall inform KFH promptly if Licensee discovers any data or information on the Web Sites that Licensee believes is inaccurate or unauthorized.

As reasonably requested by Kaiser Permanente, Licensee and its End Users will cooperate with Kaiser Permanente in establishing, maintaining and terminating Licensee's End Users' access to the Web Sites, including (without limitation) providing documentation or other information in writing or orally, and access to Licensee's records, computer equipment and premises as may be reasonably required by Kaiser Permanente to confirm compliance with this License Agreement. Licensee understands and agrees, and shall take all reasonable actions necessary to ensure that all End Users associated with Licensee understand and agree, that Licensee and its End Users shall comply with all terms and conditions applicable to the Web Sites, as they may be amended from time to time, and any procedures or restrictions reasonably required by Kaiser Permanente, including but not limited to restrictions on access of unauthorized personnel to information accessed through the

Web Sites, the sharing of passwords, reassignment of passwords, and Licensee's immediate notification of Kaiser Permanente when an individual no longer needs access to the Web Sites.

It is the responsibility of Licensee and each of its End Users to (1) control the disclosure and use of Web Sites activation codes and passwords; and (2) authorize, monitor and control access to and use of online accounts and passwords for the Web Sites. Licensee is and shall remain fully responsible for the acts and omissions of its End Users in connection with the Web Sites and this License Agreement. If Licensee is authorized by Kaiser Permanente to appoint an administrator to manage Licensee's End User accounts, Licensee is and shall remain fully responsible for the acts and omissions of its administrator in connection with the Web Sites and this License Agreement. If the administrator is a contractor to Licensee, Licensee will provide relevant contractual documentation between Licensee and the contractor/ administrator (e.g., a business associate agreement) to KFHM upon request.

Responsibility for Privacy and Confidentiality

All Member medical information shall be treated in a confidential manner, and in compliance with applicable state and federal law. Licensee understands and agrees, and shall require all End Users associated with Licensee to understand and agree, that this License Agreement and certain data which may be exchanged hereunder is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, and the Health Information Technology and Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, as each is codified in the United States Code, and regulations promulgated thereunder, as and when any of them may be amended from time to time (collectively, "HIPAA"). Irrespective of whether Licensee is a "covered entity" as defined by HIPAA, Licensee and End Users agree to comply with all provisions of HIPAA with respect to individually identifiable health information, including but not limited to the HIPAA standards for privacy, code set, data transmission and security related to the physical storage, maintenance, transmission of and disclosures of protected health information as that term is defined under HIPAA and the Privacy Rule issued by the U.S. Department of Health and Human Services (codified at 45 C.F.R. Parts 160 and 164) ("PHI"). Licensee represents that it will use and disclose PHI only as permitted by HIPAA and the Privacy Rule (including the minimum necessary rules), subject to any additional limitations on the use and disclosure of that information as imposed by this License Agreement. If Licensee sends PHI through electronic means, such electronic data transmission shall comply with the HIPAA regulations entitled "Security Standards for the Protection of Electronic Protected Health Information" codified at 45 CFR Parts 160 and 164, Subpart C. Licensee acknowledges that it may be required to maintain and distribute its Notice of Privacy Practices to, and obtain acknowledgments from Members receiving services from Licensee consistent with its practices for other patients. Licensee shall maintain a Notice of Privacy Practices as required by applicable law. Upon request, Licensee shall provide to Kaiser Permanente

reasonable documentation of its compliance with applicable law (e.g., HIPAA) in its use of the Web Sites and the Licensed Materials and KP Data.

Except to the extent provided otherwise in any provider services contract between Licensee and any Kaiser Permanente entity doing business in Kaiser Permanente's Mid-Atlantic States Region, Licensee shall not permit (including but not limited to subcontracting or delegating any obligation which requires) access, use or disclosure of Member PHI obtained through the Web Sites, Licensed Materials and KP Data to or by any person or entity that is not located in the United States.

Upon discovering any actual or potential breach or compromise of Licensee's security program or measures or other unauthorized access or disclosure that may have occurred with respect to any Licensed Materials or KP Data, Licensee shall promptly notify the officials designated by KFH for receipt of such notification by calling the Kaiser National Compliance Hotline at 1-888-774-9100. In any such event or as otherwise may reasonably be requested by KFH, Licensee shall promptly conduct a full investigation of any actual or potential breach, issue, incident or other discrepancy that may arise from its use of the Licensed Materials or KP Data. During each such investigation, Licensee shall submit a report of its initial findings to KFH within two (2) business days after Licensee's discovery of the actual or potential breach or compromise and provide periodic status reports to KFH as significant new information is obtained thereafter. Licensee shall complete its investigation and submit a written report to KFH within five (5) business days of completing its investigation, and Licensee shall implement and certify in writing the completion of all corrective actions and remediation activities within thirty days of such completion. Licensee shall promptly respond to reasonable requests from KFH and cooperate with KFH in connection with any such investigation, incident management, including external and media relations, and any corrective actions and remediation activities.

Licensee shall indemnify, hold harmless, and if requested, defend KFH, Health Plan, MAPMG, and the other entities participating in the Kaiser Permanente Medical Care Program, and their subsidiaries, affiliates and respective officers, directors, employees and agents harmless from and against all liabilities, claims, actions, losses, damages, judgments, orders (judicial or administrative), settlements and other costs and expenses, including reasonable attorneys' fees and costs, or fines or penalties arising from or relating to Licensee's or any of its End Users' noncompliance with this License Agreement, any End User License Agreement, terms and conditions applicable to the Web Sites, or any law or regulation in its use of or access to the Web Sites, the Licensed Materials or KP Data, including (without limitation) the unauthorized access to or use or disclosure of PHI by any employee or contractor of Licensee or other individual obtaining access to the Web Sites, the Licensed Materials or KP Data by or through Licensee's internet or telecommunication accounts, computers or facilities.

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Except as specifically permitted by this License Agreement, Kaiser Permanente reserves for itself the right to use and control the use of Kaiser Permanente's name, symbols, trademarks and service marks now existing or later established by any of such Kaiser Permanente entities or other entities participating in the program known as the "Kaiser Permanente Medical Care Program." Licensee and/or its End Users shall use the names, symbols, trademarks and service marks of Kaiser Permanente or any other entities participating in the program known as the "Kaiser Permanente Medical Care Program" in advertising or promotional materials or any other material whatsoever only with the prior written consent of the legal owner(s) of such name, symbol, trademark, or services mark, and in accordance with any restrictions imposed by the owner on such use.

In the event of a breach or a threatened breach of this License Agreement by Licensee or its End Users, either directly or indirectly through another party, the parties agree that such breach or threatened breach shall cause irreparable harm to Kaiser Permanente and Kaiser Permanente shall have the right of specific performance and injunctive relief (without having to post bond), in addition to any and

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The parties agree that any breach of this License Agreement shall not be subject to any alternative dispute resolution provisions which may be set forth in any other agreement between Kaiser Permanente and Licensee.

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The undersigned, an authorized signatory who has the legal authority to bind the provider entity identified below, has read and agrees to all of the terms and conditions set forth in this KP Contractor Affiliate Web Sites License-Provider Entity Agreement and the terms and conditions of use posted on the Kaiser Permanente Contractor Affiliate Provider Web Sites (collectively, the "Agreement"). By typing the authorized signatory's name in the "Authorized Signatory" field below, Licensee is signing the Agreement electronically. Licensee acknowledges and agrees such electronic signature is the legal equivalent of Licensee's and authorized signatory's manual signature on the Agreement and thus intend to be bound by its terms and conditions. If Licensee wishes to opt out of electronically signing the Agreement, an authorized signatory may manually sign this Agreement and return it to KFJ in accordance with the directions above.

LICENSEE

Signature and Title (CEO, CFO, VP, Owner, Sole Proprietor, Director, other Senior Executive)

Printed Name and Date

Provider's Legal Entity Name(s) and DBA(s) (if applicable)

Provider's Tax ID(s)

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KAISER PERMANENTE NOTICE ADDRESS:

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KP-MAS-OnlineAffiliate@kp.org

Notice information in the event of a security breach: 1-888-774-9100.