



## **KP Affiliate Provider Web Site**

Thank you for your interest in the Kaiser Permanente Affiliate Provider Web Site, <http://providers.kp.org/nw/>. As a valued Kaiser Permanente affiliate provider enrolling to use this service, you and your staff will have the ease and convenience of accessing KP member information online. In addition, you will have access to various online provider references, tools, publications, and resources.

### **KP Online-Affiliate Provider Web Site License and User Agreement**

Kaiser Permanente requires a signed Web Site User Agreement from each Participating Provider Group pertaining to use of the Web site and its content. Only one (1) Web Site User Agreement is required per Participating Provider Group.

A signed Kaiser Permanente Provider Web Site User Agreement should be returned to the address set forth below as soon as possible so that an individual National User Identification (NUID) number may be created and assigned. A copy of the signed Kaiser Permanente Provider Web Site User Agreement will be retained for our records.

To complete the enrollment process, please send your signed Web Site User Agreement to:

**NW-Provider-Relations@kp.org**

## **KP Online-Affiliate Provider Web Site License and User Agreement**

Please thoroughly review this agreement. An authorized signature is required at the end of this License and User Agreement. Only (1) signed Web Site User Agreement is required for each Affiliate Provider whether it is a solo practitioner or group of practitioners.

### **License**

Subject to the terms and conditions of this KP Online-Affiliate Provider Web Site User Agreement, Kaiser Permanente Northwest (KPNW) grants to the Participating Provider ("Licensee") the non-exclusive right to use the KP Online-Affiliate Provider Web Site and information accessible through such Web site including, but not limited to patient demographic, benefit, eligibility, and clinical information (the "Licensed Materials and Clinical Content") in the form provided by KPNW, solely for the purpose of rendering health care services to patients who are entitled to receive healthcare services from KPNW under a membership agreement ("Members").

The rights granted pursuant to this License are subject to the following restrictions: (1) Licensee may use the Licensed Materials and Clinical Content solely in conjunction with Licensee's use of the Web site for providing health care services to Members; (2) Licensee may not modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of any software associated with the Web Site and/or the Licensed Materials and Clinical Content; (3) Licensee may not under any circumstances sublicense or use the Licensed Materials for commercial time-sharing, rental, or service bureau use, or to train persons other than individuals who have completed a KP Online-Affiliate Provider Web Site User Enrollment Form; and (4) access to the Web Site and Licensed Materials and Clinical Content shall be limited to those employees or contractors of Licensee with a need for access for the performance of their responsibilities and who are bound to Licensee in writing to maintain them in confidence AND who have completed a KP Online-Affiliate Provider Web Site User Enrollment Form ("User"). Licensee shall have a limited right to make a reasonable number of copies of the Licensed Materials and Clinical Content for back-up and disaster recovery purposes. With regard to any and all copies of the Licensed Materials and Clinical Content, Licensee shall only make exact copies of the versions as originally delivered by **KPNW**, and shall ensure that each copy contains all titles, trademarks, and copyright and legal legends and notices as in the original, and all such copies shall be subject to the terms and conditions of this License and User Agreement. All copies of the Licensed Materials and Clinical Content shall be stored in a secure place. Licensee acquires no rights, express or implied, in the Licensed Materials and Clinical Content other than those specified in this License Agreement.

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### **Use of the Web Site and Licensed Materials and Clinical Content**

The Kaiser Permanente Online-Affiliate Provider Web Site and Licensed Materials and Clinical Content shall be used solely for the purpose of providing health care services to Members. Use of the Web Site for any other purposes is strictly prohibited. Use of the Web Site for any purpose which is not directly related to the rendition of health care services to Members shall result in immediate termination of your right to access the Web Site and may be considered a violation of federal and/or state law.

Licensee agrees to inform KPNW promptly if Licensee discovers any data or information on the Web site that Licensee believes is inaccurate or unauthorized.

Licensee understands and agrees, and shall take all reasonable action necessary to ensure that all Users associated with Licensee understand and agree, that they shall comply with all policies and procedures regarding the use of the Web Site including but not limited to any and all restrictions on access of unauthorized personnel to information accessed through the Web Site, the sharing of passwords, reassignment of passwords, and immediate notification of Kaiser Permanente when an individual no longer needs access to the Web Site.

It is the responsibility of Licensee and each Web Site user to (1) control the disclosure and use of Web Site activation codes and passwords; and (2) authorize, monitor and control access to and use of your online accounts and passwords for the Web Site.

## **Responsibility for Privacy and Confidentiality**

Licensee shall create, maintain and retain medical records in accordance with applicable federal and state law and User's customary practice for its other non-Member patients. To the extent permitted by applicable law, copies of such medical records shall be supplied to Kaiser Permanente in a timely manner and without cost.

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 Users associated with Licensee to understand and agree, that this 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 ("HIPAA") and regulations promulgated there under. To the full extent applicable, Licensee and Users agree to comply with HIPAA 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 ("PHI"). Licensee represents that it will use and disclose PHI (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. Subparts 160 and 164) only as permitted by HIPAA and the Privacy Rule, subject to any additional limitations on the use and disclosure of that information as imposed by this 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. User acknowledges that it may be required to maintain and distribute its Notice of Privacy Practices to, and obtain acknowledgments from Members receiving services from User consistent with its practices for other patients. Licensee shall give Kaiser Permanente a copy of its Notice of Privacy Practices, if Licensee is required by HIPAA to have one, and shall give Kaiser Permanente a copy of each subsequent version of its Notice of Privacy Practices whenever a material change has been made. Licensee has the responsibility under HIPAA and the Privacy Rule to provide a Member with access to his/her PHI, to allow the Member to amend his or her PHI, and to provide an accounting of those disclosures identified under the Privacy Rule as reportable disclosures. If Licensee amends, allows a Member to amend, or includes in its records any statement of a Member as permitted by the Privacy Rule, then Licensee shall transmit a copy of such item to Kaiser Permanente. Licensee will seek from Members any consents or release of information forms it deems necessary.

Furthermore, Licensee shall keep in strictest confidence the terms of this Agreement and any information acquired from Kaiser Permanente during the term of, pursuant to, this Agreement. Licensee shall not disclose such information unless authorized, except as expressly provided in this Agreement or the policies and procedures directly related to the Web site and the Licensed Materials and Clinical Content. Any materials, information or data supplied by Kaiser Permanente to the other pursuant to this Agreement is Kaiser Permanente's sole property and constitutes confidential and proprietary business information of such party (the "Proprietary Information") except as specifically described in this Agreement or the policies and procedures pertaining to the Web site and Licensed Materials and Clinical Content. The Proprietary Information includes, but is not limited to, information related to Kaiser Permanente's products, services, contracts, membership, operations, business strategies, peer review and other quality assurance information and any other non-public information. Licensee shall disseminate the Proprietary Information only to those persons with a specific need to

know. Licensee shall hold the Proprietary Information in the strictest confidence and shall not (a) disclose it, directly or indirectly, to any other person or entity, without the prior written consent of the party to which it belongs, or (b) use it for any purpose not directly contemplated by this Agreement. This prohibition shall also apply to any of Licensee's employees, agents and subcontractors. Licensee shall use its best efforts, but not less than commercially reasonable efforts, to protect and maintain the security of the Proprietary Information. Any Proprietary Information not belonging to a party including, but not limited to, all copies thereof, regardless of whether authorized or not, shall be returned to the other party or such Proprietary Information shall be destroyed upon the expiration or termination of this Agreement except to the extent that Licensee may be bound to keep such Proprietary Information subject to contractual and/or other legal obligations.

Proprietary Information shall not include (a) information that is in or becomes part of the public domain without violation of this Agreement by the receiving party; (b) information that was known to or in the possession of the receiving party on a non-confidential basis prior to the disclosure thereof to the receiving party by the disclosing party as evidenced by written records; (c) information that was developed independently by the receiving party's employees, as established by written evidence, which employees have had no access to the Proprietary Information; (d) information that is disclosed to the receiving party by an independent third-party who has not obligation of confidentiality to the disclosing party and without violation of this Agreement by the receiving party; or, (e) information that is authorized by the disclosing party in writing for disclosure or release by the receiving party. The burden of proving that information may be disclosed because it does not fall within the definition of Proprietary Information shall be on the receiving party.

Except as specifically permitted by this 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 User shall use the named, 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. User shall have the right to use the name "Kaiser Permanente" in a list, which is approved by Kaiser Permanente prior to its distribution, distributed for the sole purpose of identifying to patients, the names of the health care benefit plans in which User participates.

In the event of a breach or a threatened breach of this License and User Agreement by Licensee or a User directly or indirectly through another party, the parties agree that such breach or threatened breach shall cause irreparable harm to Kaiser Permanente whose Proprietary Information is disclosed and such party shall have the right of specific performance and injunctive relief (without having to post bond therefore) in addition to any and all other remedies and rights at law or inequity, and such rights and remedies shall be cumulative. If it is determined by a court of competent jurisdiction that the scope of the provisions contained in this Agreement are too extensive to be enforceable, then they shall automatically be modified to be whatever is determined by such court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeal.

Kaiser Permanente reserves the right, in its sole discretion, to terminate a user's access to any or all areas of the Web Site due to any act or omission that violates this Web Site License and User Agreement. The parties agree that any breach of this Agreement shall not be subject to any alternative dispute resolution provisions which may be set forth in another agreement between User and Kaiser Permanente except as Kaiser Permanente, in the exercise of its sole discretion may select, and this provision shall survive the termination or expiration of this Agreement.

## **Disclaimer of Warranties**

KPNW AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE WEB SITE SOFTWARE OR ANY LICENSED MATERIALS AND CLINICAL CONTENT. NEITHER

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**Disclaimer of Consequential Damages**

**IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL KPNW OR ITS LICENSORS BE LIABLE FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES HEREUNDER EVEN IF KPNW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.**

The undersigned, an authorized signatory for the Participating Affiliate Provider who has the legal authority to bind the Participating Affiliate Provider, has read and agrees to all of the terms and conditions set forth in this Kaiser Permanente Online-Affiliate Provider Web Site License and User Agreement.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Entity (Group/Practice/Facility Name)