



KAISER  
PERMANENTE®

Southern  
California



## ONLINE AFFILIATE PROVIDER ENROLLMENT PACKAGE

**Kaiser Permanente (KP) Online Affiliate Provider Enrollment Instructions**

Dear Provider,

Thank you for expressing interest in KP Online Affiliate. This web-based program allows external providers read-only access to KP HealthConnect, 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 the use of the websites and content is required to participate. Only one (1) Provider Entity Agreement per participating provider entity (group or facility) is necessary. Please arrange for a senior executive to sign the last page of this document and have it returned online using the [Online Affiliate Support Webform](#).

**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 via our [Online Affiliate Support Webform](#) if any registered staff members 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 Provider Entity Agreement and Group Administrator information are received and processed, Kaiser Permanente will send email instructions regarding how users will enroll using an automated online enrollment process. Each staff member will be responsible for their own enrollment. The process generally takes three to four weeks to complete.

Kaiser Permanente will determine the type of access granted based upon our approval guidelines.

**KAISER PERMANENTE ONLINE AFFILIATE**  
**WEB SITES LICENSE – PROVIDER ENTITY AGREEMENT**

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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.

### **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 as amended, 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. Subparts 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 KP Data.

Except to the extent provided otherwise in a contract, if any, between Licensee and any Kaiser Permanente entity in Kaiser Permanente's Southern California 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, or is not subject to the jurisdiction of a court 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. 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, and Licensee shall implement and certify in writing the completion of all corrective actions and remediation activities within thirty (30) days. 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, SCPMG, 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' non-compliance 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, Licensed Materials or KP Data.

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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 all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative. If it is determined by a court of competent jurisdiction that any provision of this License Agreement is unenforceable for any reason, then the remainder of this License Agreement shall remain in effect and the provision in issue shall be deemed modified in such manner as determined by the court to be enforceable if consistent with the parties' intent and each party agrees to accept such determination subject to its right to appeal the decision.

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**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:**

Kaiser Permanente Recipient and Address for Notices under the License Agreement (except notice of security breach):

[Online Affiliate Web Support](#)

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