

Kaiser Permanente Business Portal Access Agreement

Complete and return this Agreement to your Kaiser Permanente Business Portal Specialist.

This Business Portal Access Agreement, including Exhibit 1 (Appointment of User Administrators and Responsibilities) and Exhibit 2 (Terms and Conditions), (this "Agreement") is entered into by and between Kaiser Foundation Health Plan of Washington ("Kaiser Permanente") and _____ ("Organization"). Organization and Kaiser Permanente may individually be referred to as a "Party" and collectively as "the Parties."

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is signed by both Parties.

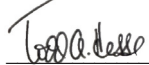
Kaiser Foundation Health Plan of Washington:

1300 SW 27th St.
Renton, WA 98057

Address for Notices

Todd Hesse, Vice President,
Sales and Business Development

Name, title



Signature

Organization:

Group Name

Group Number(s)

Address for Notices

Name, title of authorized signer

Signature

Date signed

Phone

Continues on next page

EXHIBIT 1

APPOINTMENT OF USER ADMINISTRATORS AND RESPONSIBILITIES

The individual listed below is authorized to act as User Administrator of the Kaiser Permanente Business Portal (the "Business Portal") on behalf of Organization. A User Administrator must be a current employee or agent of Organization. If a User Administrator leaves Organization's employ or is no longer an agent of Organization for any reason, on a temporary or permanent basis, or the individual named as User Administrator has changed roles within the Organization, Organization must notify a Kaiser Permanente Business Portal Support Representative, in writing, immediately so that access can be terminated and a new User Administrator can be set up.

The Organization, through its User Administrator(s), will:

- Ensure that only current employees or agents of the Organization who qualify as Authorized Users are granted access to the Business Portal by verifying eligibility before creating an Authorized User account.
- Review all accounts every six (6) months to verify business need to access the Business Portal. Kaiser Permanente will deactivate any accounts inactive beyond six months.
- Supervise Authorized Users' compliance with this Agreement and the Business Portal Terms of Use.
- Add, modify, and delete Authorized User accounts on the Business Portal.
- Terminate Authorized User access immediately when Authorized Users leave the Organization or change to positions within the Organization that no longer require access to the Business Portal for purposes of Group Health Plan administration.
- Maintain a list of all Authorized User accounts created pursuant to this Agreement, and make it available to Kaiser Permanente at Kaiser Permanente's request.

SECTION 1:

Initial Appointed User Administrator section is **only** used for the initial User Administrator access. If User Administrator is already on file, use Section 2.

INITIAL APPOINTED USER ADMINISTRATOR

Date approved	Name	Email address*

SECTION 2:

Update/Add Authorized User access: See Definitions 1.1 for access level details.

or

Update/Add User Administrator access: See Definitions 1.3 for access level details.

AUTHORIZED USER RIGHTS USER ADMINISTRATOR RIGHTS

Date approved	Name	Email address*	Date revoked

AUTHORIZED USER RIGHTS USER ADMINISTRATOR RIGHTS

Date approved	Name	Email address*	Date revoked

AUTHORIZED USER RIGHTS USER ADMINISTRATOR RIGHTS

Date approved	Name	Email address*	Date revoked

AUTHORIZED USER RIGHTS USER ADMINISTRATOR RIGHTS

Date approved	Name	Email address*	Date revoked

Authorized Users and User Administrators may be updated, added, or removed online using functionality available in the Business Portal. It is the Organization's responsibility to make sure its Authorized User and User Administrator designations are up to date.

*Do not use a shared email address (e.g., companyname@company.com). In the Business Portal, the email address is used as the login User Name (unique identifier) for a user's access to the site. A user can change their email address, but it will not change the User Name (unique identifier). The Unique Identifier is a tracking/audit requirement and therefore cannot be assigned to a different user or deleted. What this means is if the user were to change positions, leave the company, etc., the email address provided would always be tied to that name, Social Security number, and date of birth for that User alone.

EXHIBIT 2

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1 Definitions

1.1 "Authorized User" means an employee or agent of Organization who, at the time the Business Portal is accessed, is authorized by an applicable Group Health Plan to access Protected Information for purposes of performing Plan Administration Functions on behalf of the Group Health Plan.

1.2 "Business Associate" has the meaning set forth in 45 C.F.R. § 160.103.

1.3 "User Administrator" means a user appointed by the Organization to administer access for additional User Administrators and Authorized Users to the Business Portal. User Administrator will also have access to employer banking information and the ability to make premium payments on behalf of the Organization using the Business Portal premium payment feature.

1.4 "Group Health Plan" means a Group Health Plan (as defined in 45 C.F.R. § 160.103) that has contracted with Kaiser Permanente to provide health care coverage services and which has authorized Organization's Authorized Users to access the Business Portal on its behalf.

1.5 "Plan Administration Function" has the meaning set forth in 45 C.F.R. § 164.504(a).

1.6 "Protected Information" means any individually identifiable information accessed by Authorized Users through the Business Portal, including, without limitation, protected health information (as defined in 45 C.F.R. § 160.103), and non-public personal information (as defined in WAC 284-04-120).

2 Scope and Grant of License

2.1 Scope. The terms and conditions of this Agreement apply to all usage of the Business Portal under Organization's Authorized User and User Administrator accounts. This Agreement shall not be considered a Business Associate

agreement or any other agreement that is or may be required pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Any other agreements that may be or may have been signed by the parties shall continue to be effective, except that if the terms of such other agreement(s) conflict with the terms related to the subject matter of this Agreement, such terms of this Agreement shall control.

2.2 Grant of License. Subject to and during the Term of this Agreement, Kaiser Permanente grants Organization a revocable, nonexclusive license to use and access the Business Portal through its Authorized Users, solely for purposes of performing official Plan Administration Functions on behalf of one or more applicable Group Health Plans in compliance with 45 C.F.R. § 164.504(f)(3). Organization will not, and shall not permit any Authorized User to: (i) access the Business Portal for any purpose other than the performance of Plan Administration Functions on behalf of the Group Health Plan; or (ii) use or disclose Protected Information obtained through the Business Portal except as permitted or required by law applicable to the Group Health Plan, or in the case of Business Associates, as permitted or required in the Business Associate agreement between the Business Associate and the Group Health Plan or Kaiser Permanente. Kaiser Permanente may terminate access to the Business Portal by any Authorized User or User Administrator with or without cause or notice.

3 Organization's Duties and Obligations

3.1 Confidentiality and Safeguards. Organization shall implement and use appropriate safeguards as necessary to protect the confidentiality of Protected Information, including all reasonable administrative, technical, and physical safeguards to prevent (i) any reasonably anticipated threats or hazards to the security and integrity of the Protected Information, and to protect such information against unauthorized use or disclosure, and (ii) any use, access, or disclosure of the Protected Information not authorized by this Agreement and by law. Organization shall disclose to Kaiser Permanente the safeguards it uses upon request. Such safeguards shall include, but not be limited to:

- a. Limiting Authorized Users to those having a need to know such information;
- b. Ensuring that Authorized Users access the minimum amount of information necessary to perform their authorized duties or functions;
- c. Immediately terminating access to Protected Information once an Authorized User is no longer employed or retained by the Organization or has changed roles where there is no longer a business need for access;
- d. Ensuring that all Authorized Users are informed of, trained on, and understand the Organization's obligations under this Agreement; and requiring its Authorized Users to read, electronically sign, and comply with the Business Portal Terms of Use;
- e. Instituting appropriate password and other access controls for Authorized Users and maintaining the confidentiality of such passwords;
- f. Installing and running commercially reasonable anti-virus software; and
- g. Encrypting Protected Information that Employer transmits by using commercially reasonable encryption technology, such as an internet browser that supports encrypted transmissions.

3.2 Cooperation. Organization shall cooperate in any regulatory agency inquiry or investigation concerning the Business Portal including, without limitation, by providing access to and copies of relevant information and policies to Kaiser Permanente. Organization shall notify Kaiser Permanente in writing within five (5) days of obtaining knowledge of any government investigation related to Organization's use of the Business Portal.

4 Term and Termination

The term of this Agreement shall commence on the date it has been signed by both parties, and shall continue until the Group Health Plan's underlying health plan or administrative services agreement with Kaiser Permanente is no longer in effect, unless earlier terminated by either party

as set forth herein. Either party may terminate this Agreement for any reason or no reason upon written notice to the other Party. The rights and duties of the Organization with respect to Protected Information received before the effective date of the termination shall survive termination of this Agreement.

5 Indemnification and Insurance

Organization shall indemnify, defend, and hold harmless Kaiser Permanente, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, the Permanente Medical Group and the Washington Permanente Medical Group, their subsidiaries, and each of their employees, directors, officers, contractors, and agents from and against any and all claims, damages, liabilities, penalties, costs, or criminal or civil causes of action (including, without limitation, reasonable attorneys' fees and costs) and all liability of Kaiser Permanente to third parties arising from or in connection with any access to or usage of the Business Portal under any Authorized User or User Administrator account, any breach of this Agreement, negligence or misconduct by Organization or its Authorized Users, employees, directors, officers, or other members of its workforce as well as its contractors, agents, or other persons to which Organization has disclosed Protected Information. Organization's obligation to indemnify shall survive the termination of this Agreement. Organization shall maintain insurance sufficient to fulfill its indemnification obligations under this Section 5.

6 Liability of Employer

Organization shall be responsible for the actions of its Authorized Users, User Administrator(s), employees, and agents under this Agreement.

7 Kaiser Permanente Disclaimer of Warranties

Access to the Business Portal and any Personal Information is provided "as is" and Kaiser Permanente makes no warranty of any kind, express or implied, including without limitation the warranties of merchantability or fitness for a particular purpose. Kaiser Permanente does not warrant that Organization's access

to the Business Portal will be uninterrupted, error-free, or free of viruses or other harmful code, or that defects will be corrected. Kaiser Permanente makes no warranty or representation that compliance by Organization with this Agreement will be adequate or satisfactory for Organization's own purposes, including HIPAA compliance purposes. Organization is solely responsible for all decisions made by Organization regarding the safeguarding of Protected Information.

8 Limitation of Liability

To the full extent allowed by applicable law, Kaiser Permanente shall not be liable, directly or indirectly, for any incidental, punitive, exemplary, special indirect, or consequential damages for any reason arising from or relating to Organization's use of or access to the Business Portal or any Protected Information, even if advised of the possibility of such damages. Kaiser Permanente shall not be liable for any damages resulting from Organization's or its Authorized Users' use of the Business Portal, except for such damages arising solely from Kaiser Permanente's gross negligence or willful misconduct.

9 Ownership and Proprietary Rights

Title to, ownership of, and all rights in patents, copyrights, and trade secrets in Kaiser Permanente's software and technology used in this Agreement shall not transfer to Organization and shall remain in Kaiser Permanente. Organization shall not make available or disclose such software or technology to any unauthorized third Parties.

10 Compliance with Law

The Parties agree to comply with applicable law, including HIPAA and its implementing regulations. Organization represents and warrants that: (i) Organization and each of its Authorized Users are authorized to access the Business Portal and Protected Information on behalf of the Group Health Plans whose members' Protected Information is accessed and that all applicable legal requirements for such access have been complied with including,

without limitation, any requirements with respect to Business Associates under 45 C.F.R. §§ 164.314 & 164.504(e) or Group Health Plans under 45 C.F.R. § 164.504(f); and (ii) Organization has obtained any and all necessary agreements, consents, and/or authorizations as may be required in connection with the Business Portal.

11 General Provisions

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its conflict of laws provisions.

11.2 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

11.3 Severability. If any provision of this Agreement is rendered invalid or unenforceable by any state or federal regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent possible consistent with the intent and purpose of the Agreement, unless the severance of any such provision substantially impairs the benefits of the remaining provisions of this Agreement.

11.4 Changes in Law. If at any time during the term of this Agreement, any applicable state or federal law or regulation is amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this Agreement, Kaiser Permanente may amend this Agreement as reasonably necessary to comply with applicable law or regulation upon sixty (60) days' written notice to Organization. Organization will be deemed to have accepted such amendment if it does not object in writing thirty (30) days before the effective date of the amendment. Notwithstanding the foregoing, if state or federal laws or regulations change and affect any provision of this Agreement, this Agreement will be deemed amended to conform with those changes the date the law or regulation

becomes effective.

11.5 Assignment, Successors, and Assigns.

No Party may assign any right, duty, or obligation under this Agreement without prior written approval of the other. Subject to the preceding, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns.

11.6 Amendment. Except as otherwise provided herein, this Agreement, including any and all Exhibits and/or Addendum to this Agreement, may only be amended on written notice of the Parties.

11.7 Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including but not limited to, acts of God or of the public enemy, flood or storm, strikes or statute, or rule or action of any federal, state, or local government or agency.

11.8 Headings. The headings of the sections and paragraphs contained in this Agreement are for convenience and reference purposes only. Headings shall not affect the meaning or interpretation of any provision of this Agreement.

11.9 Notices. Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and shall be hand delivered or sent by certified mail, return receipt requested, to the addresses of the Parties above. Notices shall become effective on the date of

hand delivery or the third working day following the date of mailing.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument.

11.11 Specific Performance. The Parties hereby agree that the subject matter of this Agreement is unique and that it may be impossible to measure the damages that would result to Kaiser Permanente from violations by Employer or others of this Agreement. Therefore, the Parties agree that in addition to any other remedies Kaiser Permanente may have at law or in equity, that Kaiser Permanente shall have the right to have all obligations and other provisions of this Agreement specifically performed by Organization, as applicable, and that Kaiser Permanente shall have the right to seek preliminary and permanent injunctive relief to secure specific performance and to prevent a breach or contemplated breach of this Agreement without proof of actual damages.

Complete and return this Agreement to your Kaiser Permanente Business Portal Specialist at:

Business Portal Support Team
Kaiser Foundation Health Plan of Washington
2715 Naches Ave SW
Renton, WA 98057

Email: employersite@kp.org

Fax: 206-630-0169