

Kern Family Health Care Member Health Data for Third-Party Applications Terms and Conditions Agreement

This Kern Family Health Care (KFHC) Member Health Data for Third-Party Applications Terms and Conditions Agreement (Terms and Conditions) gives you, the KFHC Member, information about your rights and responsibilities for allowing a Third-Party Application to have access to your KFHC Health Data.

KFHC Health Data Disclaimer

Your KFHC Health Data provided on the Third-Party Application is not a substitute for the advice of a personal physician or other qualified health care professional. Always seek the advice of a physician or other qualified health care professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on your Third-Party Application. If you think you or someone you are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.

Agreement

BY GIVING A THIRD-PARTY APPLICATION PERMISSION TO ACCESS YOUR KFHC MEMBER HEALTH DATA WHEN CLICKING "I ACCEPT" BELOW, YOU MEAN THAT YOU AGREE TO THESE TERMS AND CONDITIONS. "ONCE YOU ALLOW ACCESS, KFHC IS NO LONGER LIABLE FOR THE PRIVACY AND SECURITY OF YOUR KFHC MEMBER HEALTH DATA TRANSMITTED TO THIS THIRD-PARTY APPLICATION.

Viewing Medical Records

If you register to approve a Third-Party Application to have access to your KFHC Member Health Data, but do not have active coverage, your Third-Party Application will have access to records of your past care and coverage, if any. If you are authorized to permit access to another person's KFHC Member Health Data, you agree to protect the privacy of this information and comply with state and federal privacy laws that may forbid you from sharing the person's health information without the express written authorization of the person who is the subject of the health information, including but not limited to federal law that forbids sharing of health information regarding alcohol and drug abuse referral and treatment.

Any personal information you submit to the KFHC (for yourself or someone else) is governed by our Privacy Policy. A link to our privacy practices is available at the bottom of each page on our KFHC website at kernfamilyhealthcare.com This includes information on your rights to see and receive copies of your own or others' personal health information.

Third-Party Applications: "Jailbreaking" the mobile operating system

We want you to know that many Third-Party Applications that access medical data may be intended for use only on mobile devices that run on unmodified manufacturer-approved operating systems. Using a Third-Party Application on a device with a modified operating system may undermine security features that are intended to protect health information from unauthorized or unintended disclosure. You may compromise your health information or the health information of anyone for whom you have been given access, if you approve access to your KFHC Member Health Data to a Third-Party Application on a mobile device that has been modified.

Passwords

Upon registration to access your KFHC Member Health Data, you will need to enter a username and password by entering information that is unique to you. After you register you will receive an email with a link to validate your identity. After your registration is complete, we recommend that you may change your username and password and that you not share your username and password with anyone.

You are responsible for taking all reasonable steps to ensure that no unauthorized person will access your KFHC Member Health Data. It is your sole responsibility to (1) control the disclosure and use of your username and password; (2) authorize, monitor, and control Third-Party Application access to your KFHC Member Health Data; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform KFHC if you feel your KFHC Member Health Data access has been breached. To change your password, (will provide brief instructions here when the change password process is developed).

Access, Correction, and Data Integrity

Although we attempt to maintain the integrity and accuracy of the information in your KFHC Member Health Data, we make no guarantees as to its correctness, completeness, or accuracy. Your KFHC Member Health Data may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that your KFHC Member Health Data is inaccurate or unauthorized, please inform us by contacting our Member Services Department at 1-800-391-2000.

Revisions, Changes, and Updates

We may revise these Terms and Conditions, without notice to you. We encourage you to periodically read this Terms and Conditions to see if there have been any changes to our policies that may affect you. The continued access by the Third-Party Application to your KFHC Member Health Data will signify your continued agreement to these Terms and Conditions as they may be revised.

Third-Party Applications

KFHC is not responsible for the content, security, or the privacy practices of Third-Party Applications. Please review the privacy statement and any terms of use of the Third-Party Application you allow to have access to your KFHC Member Health Data. Unless we specifically advise you otherwise, Third-Party Applications do not constitute or imply endorsement by KFHC for the information they contain or any products or services they describe. KFHC does not receive payment or other remuneration in exchange for you linking to or using any Third-Party Application. Third-Party Applications that offer the option to connect with your KFHC Member Health Data have applied to KFHC and have been approved to provide you with this option.

Choice of Law

THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.