

WNYHealthNet, LLC SOFTWARE LICENSE AGREEMENT

(Date)

(Name of Practice)
(Address)
(Address)

WNYHealthNet, LLC (“WNYHealthNet”) and _____, (jointly and severally, the “Practice”) located at _____, in consideration of the mutual covenants set forth below, hereby agree as follows:

1. WNYHealthNet is a New York limited liability company comprised of the following members: Erie County Medical Center Healthcare Network, Roswell Park Cancer Institute Corporation, Kaleida Health, and the Catholic Health System, Inc. (collectively the “Hospitals”) and Independent Health Association, Inc. (“IHA”), HealthNow New York Inc. (“HealthNow”), Univera Healthcare, an Excellus company (“Univera”). For purposes of this Agreement, enrollees, subscribers and members of health coverage products offered by IHA, HealthNow and Univera shall be collectively referred to as the “Enrollees”.
2. Practice represents and warrants that it is authorized to enter into this Agreement and has the authority to bind, the Practices. Practice shall be responsible for ensuring that all employees, agents and independent contractors of each entity constituting the Practice (“Practice Employees”) complies with all the terms and conditions of this Agreement, and Practice further agrees that any breach of this Agreement or the attached Confidentiality Agreement by a Practice or Practice Employee, shall be a breach of this Agreement by Practice.
3. WNYHealthNet agrees to provide to practice a nonexclusive, revocable license to access and use WNYHealthNet’s Software (the “Software”) through a virtual private network (“VPN”) for purposes of facilitating Practice’s treatment of Enrollees, for purposes of payment by IHA, HealthNow and Univera, and for purposes of health care operations, as those terms are defined by the Federal Health Insurance Portability and Accountability Act and its regulations, as amended (“HIPAA”).

4. WNYHealthNet shall provide Practice with secured access to the Software through a VPN, using unique logins and passwords for each individual Practice. Practice shall be responsible for administering all access it may have to the Software, including without limitation: 1) ensuring that all access to the Software at any of Practice's offices or sites complies with HIPAA and other federal and New York State laws and regulations, 2) notifying WNYHealthNet within twenty-four (24) hours of any change in its Software users and/or unique logins granted to Practice, and 3) immediately notifying WNYHealthNet of any known breach of patient confidentiality or privacy, as defined in federal and New York State laws and regulations, in connection with its or its Practices' use of or access to the Software.
5. Practice acknowledges that WNYHealthNet owns and/or has the right to license the Software, and that WNYHealthNet reserves its rights in such ownership and in the control of its, symbols, trademarks, trade names, service marks and other such proprietary symbols. The granting of this revocable license to Practice does not confer upon Practice any rights of ownership and further, does not confer upon Practice the right to access and use the Software in a manner not authorized by this Agreement.
6. The Software will allow Practice to verify Enrollee eligibility, claims status, and on-line referrals, and to be used for such other purposes as may become available on the Software from time to time.
7. Practice agree to access and use the Software, and all data and information available through the Software, in a manner which complies with federal and New York State laws, rules and regulations regarding confidential patient information, including security and privacy standards of HIPAA. Practice agree to take reasonable steps to protect its access to the Software, including passwords and logins, and to protect confidential patient information relating to its Enrollees from disclosure to unauthorized persons in compliance with federal and New York State confidentiality laws, rules and regulations, including security and privacy standards of HIPAA.
8. Practice agrees to execute and comply with all the terms and conditions of the Confidentiality Agreement, attached hereto as Exhibit A. Each constituent entity of Practice shall be required to sign a similar Confidentiality Agreement.
9. Either party may terminate this Agreement at any time with or without cause, upon written notice to the other. In the event this Agreement terminates for any reason whatsoever, Practice agrees to immediately cease its access to and use of

the Software and to immediately return to WNYHealthNet all data, information or documentation in its possession relating to or derived from the Software.

10. This Agreement and the terms and conditions hereof may only be changed by an agreement in writing, signed by the parties hereto.
11. Rights to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide WNYHealthNet with full remedy in the event of a breach of this Agreement, including without limitation, Practice's disassembly, reengineering, decompiling, or unauthorized use, copying, conversion, or disclosure of the Software, and that the WNYHealthNet shall therefore be entitled to seek injunctive relief, provisional remedy or any remedy in equity or at law in the event of any such breach.
12. Governing Law/Venue. This Agreement and any disputes arising out of or in relation to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, and any and all claims shall be brought and be resolved exclusively in the courts sitting in Erie County, State of New York.

If this meets with your approval, please sign and return a copy of this Agreement to me within ten (10) days of the date of this letter.

Very truly yours,

WNYHealthNet, LLC

By: _____

Title: _____

Accepted and approved this _____ day

of _____, 200_.

By: _____

Title: _____

