

CONFIDENTIALITY AGREEMENT FOR ON-LINE ACCESS

In consideration for on-line access to the Workers' Compensation Trust's (Trust) workers' compensation files of the injured employees, I agree that I will not improperly disclose or use the confidential information obtained about an employee's workers' compensation claim, including any medical information or any proprietary information of the Trust. I will limit disclosure to employees with a legitimate need to know the information for purposes of risk and absence management, return-to-work benefits and other related reasons, and I will take all reasonable measures to protect the confidential information from any other disclosure on an ongoing basis.

I further agree to comply with any procedures established by the Trust regarding disclosure, destruction, storing and handling of any confidential information. The Trust may periodically monitor the information that is being disclosed and forward requests to me regarding the use of the information. The Trust may terminate online access at any time.

I shall take additional precautions against the unauthorized disclosure of sensitive health information, which shall include information regarding: sexually transmitted diseases; mental health; substance abuse; the human immunodeficiency virus and acquired immune deficiency syndrome; and genetic testing, including the fact that an individual has undergone a genetic test. Specifically, I agree to the following:

- (a) I guarantee and warrant that I will not use any individually identifiable medical record for marketing purposes or that it is accessing this information for marketing purposes.
- (b) I agree to keep strictly confidential any confidential information including my password, and will not use such information other than for administering or monitoring the workers' compensation claim. The obligations imposed on me will continue with respect to all confidential information following the termination of insurance coverage by the Trust.
- (c) My Employer will indemnify and hold harmless the Trust for any intentional or unauthorized disclosure of individual information by me, employees or agents.

“Confidential information” as used throughout this Agreement means any information used by the Trust in its administration of workers' compensation claims. Confidential information specifically includes relating to the physical, mental or behavioral health condition, medical history or medical treatment of an individual or a member of the individual's family that is obtained from a medical professional or medical care institution, from a pharmacy or pharmacist, from the individual, or from the individual's spouse, parent or legal guardian or from the provision of or payment for health care to or on behalf of an individual or a member of the individual's family, information on medical and indemnity benefits, file reserves, notes and memoranda of the Trust adjusters, nurses, physician consultants, managers, and other employees, as well as any correspondence to-or-from the Trust attorneys or investigators.

I understand that I am under no obligation to enter into this Confidentiality Agreement in order to continue to participate in the Trust's insurance program, but this Agreement is necessary if the employer wishes to participate in the Trust's on-line access. By signing below, I agree on behalf of my employer to maintain the confidentiality and abide by all other requirements on information made available or provided by the Trust in its on-line access service.

Insured: _____ Policy Number: _____

Name: _____ Title: _____

Signature: _____ Date: _____

I authorize Workers' Compensation Trust to provide access to on-line reports for this employee.

Executive Director/CEO/President Signature: _____ Date: _____

Workers' Compensation Trust

866 North Main Street Ext., PO Box 5042, Wallingford, CT 06492 Tel: 203.678.0100 www.wctrust.com

Fax: 203.678.0323 Tel: 203.678.0123