



Confidentiality Agreement for Workers' Compensation Trust

Insured Name: _____ Policy: _____

Name of authorized user: _____ Title: _____

Email of authorized user: _____ Phone: _____

As the employer, I authorize the Trust to release its workers' compensation information concerning injured employees and other related information, including but not limited to medical information to the below named. I understand and agree that I may be releasing highly sensitive and confidential information, and such release could result in liability to my company for any improper disclosure. Further, my company will indemnify, defend and hold the Trust harmless from any claim arising from the release of this information. This Agreement may be withdrawn, in writing, at any time by me or the Trust and expires within 30 days if not presented to the Trust within that time.

I authorize Workers' Compensation Trust to provide access to online information to the above named employee, broker or agent. This must be signed by an administrator of Insured below. Please type or print neatly.

Administrator Name: _____ Title: _____

Administrator Signature: _____ Date: _____

As the person authorized to have on-line access to the Trust's confidential workers' compensation injured worker information, I agree that I will not improperly disclose or use the confidential information obtained about an employee's workers' compensation claim, including but not limited to 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 or restrict online access at any time for any reason.

Specifically, I agree to the following:

- a) 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.
- b) I guarantee and warrant that I will not use any individually identifiable medical record or health information for marketing purposes and I will not access this information for marketing purposes.
- c) I agree to keep strictly confidential any confidential information, including my password, and I 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.
- d) My Employer will indemnify and hold harmless the Trust for any improper or unauthorized disclosure of individual information by me, or the employer's 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 but is not limited to information 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 or other documents 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.

If an employee, sign here:

Employee Signature: _____ Title: _____

If broker/agent, sign here

Broker/Agent Signature: _____ Agency: _____