



## Company Access and Confidentiality Agreement

As a customer of Freeman OccuMed using Freeman OccuTrac, your employees have access to certain confidential information, which includes information about injured patients, substance abuse screening results for employees who work for your organization, and other similar information (hereinafter, "confidential information"). The purpose of this agreement is to, among other things, help you understand your responsibilities regarding safeguarding this confidential information, and to confirm and obtain your agreement to protect this confidential information from unauthorized disclosures.

As a condition of and in consideration of your access to confidential information, by your signature below you agree that:

1. Each employee who will access Freeman OccuTrac must read and sign the *Freeman OccuTrac Individual Access and Confidentiality Agreement*.
2. You agree to inform Freeman OccuMed in writing within 24 hours should any employee no longer require access to Freeman OccuTrac due to termination of employment, a change in responsibilities, and/or any other reason.
3. To the extent caused or contributed to by your company you agree to indemnify and hold Freeman OccuMed (and it's successors and assigns) harmless from and against any claim, damage, expense or other matter arising from or in any way relating to: (i) the unauthorized disclosure of the confidential information by you, and/or your employees, agents, or other representatives and/or (ii) the failure of you, and/or your employees to comply with any and all applicable laws and policies which may pertain to the use, disclosure and review of the confidential information.

Employment and health information is confidential and cannot be disclosed under applicable law. Disclosure of confidential information may subject you to liability under the law. Your obligations are set forth above. Any unauthorized release of confidential information will result in termination or your access to the Freeman OccuTrac system and may result in an investigation of such activity by one or more regulatory agencies. By signing this agreement, you agree to keep all such information confidential.

I hereby acknowledge, understand, and agree to the terms and conditions set forth above.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
First Middle Initial Last



## Individual Access and Confidentiality Agreement

As a customer of Freeman OccuMed using Freeman OccuTrac, you have access to certain confidential information, which includes information about injured patients, negative substance abuse screening results for employees who work for your organization, and other similar information (hereinafter, "confidential information"). The purpose of this agreement is to, among other things, help you understand your responsibilities regarding safeguarding this confidential information, and to confirm and obtain your agreement to protect this confidential information from unauthorized disclosures.

As a condition of and in consideration of your access to confidential information, by your signature below you agree that:

1. You will use confidential information only as needed to perform your assigned duties as a representative of your employer. This means that:
  - a. You will only access confidential information for which you have a legitimate need to know to accomplish your specific job duties.
  - b. You will not in any way divulge, copy, release, sell, or loan any confidential information except as properly authorized within the scope of your professional activities.
  - c. You will not misuse confidential information or otherwise carelessly handle confidential information; and
  - d. You will comply with all applicable federal or state laws, which govern confidential information and its use, disclosure, and review.
2. You will safeguard and will not disclose or permit anyone else use your access code that allows you to access confidential information.
3. You accept responsibility for all activities undertaken using your access code.
4. You will not leave a secured computer application unattended while signed on.
5. You will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
6. You understand that your obligations under this Agreement will continue after termination of your use of Freeman OccuTrac and your current employment. You understand that your privileges hereunder are subject to periodic review, revision, renewal, and/or termination.
7. You understand that you have no right to or ownership interest in, any confidential information referred to in this Agreement. Freeman OccuMed may at any time revoke your access code, with or without notice to you.
8. You agree to inform Freeman OccuMed in writing within 24 hours should you no longer require access to Freeman OccuTrac.

Employment and health information is confidential and cannot be disclosed under applicable law. Disclosure of confidential information may subject you to liability under the law. Your obligations are set forth above. Any unauthorized release of confidential information will result in termination of your access to the Freeman OccuTrac system and may result in an investigation of such activity by one or more regulatory agencies. By signing this agreement, you agree to keep all such information confidential.

I hereby acknowledge, understand, and agree to the terms and conditions set forth above.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

First

Middle Initial

Last





### OccuTrac System Access Request Form

Check One:    New User (    )                      Termination (    )                      Change of Information (    )

#### **User Information**

Effective date of access/termination/change \_\_\_\_\_

Employee Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Title \_\_\_\_\_ Employer Name \_\_\_\_\_

Employee Email address \_\_\_\_\_

Access Requested: Work Injury \_\_\_\_\_ Drug Screens \_\_\_\_\_ Physicals \_\_\_\_\_

#### **Access Agreement**

My signature indicates that I understand and agree to only use my password to access OccuTrac to retrieve and manage worker compensation and employment information on individuals that I have rights to as an agent for my employer. I also agree to not allow another associate or individual from my employer to use my access and/or passwords. I have read and signed the Individual Access and Confidentiality Agreement.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **Employer Authorization**

By signing below, you have given your authorization for the above user to access the Freeman OccuTrac program.

Employer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Fax completed form to the OccuMed MRO Office at 417-347-5007 or mail to Freeman OccuMed, Attn: MRO Office 3201 McClelland Blvd, Joplin, MO 64801. You will be notified of your username and password via e-mail.

#### **For Freeman OccuMed use only**

Username: \_\_\_\_\_ Password \_\_\_\_\_ Exp Date \_\_\_\_\_