

## PEAK HEALTH SERVICES, LLC NOTICE OF PRIVACY

This notice describes how information about you, including your health information, may be used and disclosed and how you can get access to this information. Peak Health provides wellness program services to employers. Our privacy notices do not reflect the privacy practices of employers and we are not responsible for their privacy policies or practices. Also see our Statement of Online Privacy Practices for details on how we collect and use information when you visit [peak-health.net](http://peak-health.net) and [peakhealthservices.net](http://peakhealthservices.net)

### OUR PLEDGE

We are committed to protecting the privacy of your information. We create a record of the care and services you receive from our organization. We need this information to provide you with quality care, administer wellness program services, and comply with certain legal requirements. <sup>1</sup> This notice will tell you how we collect, use, and share your information.

### OUR SECURITY PROCEDURES

We maintain safeguards to protect your information. Our employees are bound by our organizational policies to access your information only for legitimate purposes and to maintain the privacy of your information.

### WHAT INFORMATION WE COLLECT AND WHY

We may collect the following types of information: identification information (e.g., name, contact information, date of birth) and health information (e.g., medical history, lab results). The information we collect helps Peak Health to provide care and services to you, provide the services to our clients, fulfill legal requirements, analyze and optimize our services or client programs, conduct risk assessments, carry out other business operations, prevent and detect fraud, protect against risks to security.

### HOW WE DISCLOSE YOUR INFORMATION

We may disclose your information as necessary to provide care and services to you and as permitted or required by law. We may share your information with our service providers and other parties when you authorize or direct us to share your information. Additionally, details on how we may share health information, including what we share with your employer, is described in our "Notice of Wellness Programs." You may have rights to obtain, change, or place restrictions on your health information which can be exercised through your employer's wellness program.

**Appointment Notification, Treatment Alternatives and Health Related Benefits and Services:** We may notify you that you have an appointment with us. We may communicate your appointment notice via email, mail, company interoffice mail, voice mail, personal representative, or work colleague. We also may use and disclose health information to tell you about treatment alternatives or health related benefits and services that may be of interest to you.

### REVISIONS TO THIS NOTICE

This notice may be revised from time to time, so please review it periodically. Any changes will become effective when we post the revised notice. (Please note the effective date listed at the top of this page). If we revise our notice in a material way, we will provide a conspicuous notice on our website when any changes take effect.

### FOR MORE INFORMATION OR TO REPORT A PROBLEM

If you have questions and would like additional information, you may contact our Privacy Officer at 252-237-5090.

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<sup>1</sup> Peak Health does not offer medical advice and does not engage in the practice of medicine. The information that Peak Health provides to you is for informational purposes only. Peak Health is not a substitute for your physician's professional medical judgment. Reliance on any of the information provided by Peak Health is solely at your own risk.

## **NOTICE REGARDING WELLNESS PROGRAMS**

Peak Health's Wellness Programs are voluntary. Our programs are administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You may be asked to complete a biometric screening that includes blood pressure, heart rate, body fat percentage, and fitness testing. You will also complete a blood test. Problems that could be identified through the blood screening tests are thyroid disease, diabetes, elevated cholesterol levels, kidney and liver function abnormalities, anemia and infectious diseases.

Employees who choose to participate in the wellness program may receive an incentive. You can contact your Employer to determine if program incentives are available to you. Although you are not required to complete the HRA or participate in the biometric screening, only employees who do so may receive the incentive.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting Peak Health at 252-237-5090.

The information from your HRA and the results from your biometric screening will be used to provide you with information to help you understand your current and potential health risks, and may also be used to offer you services through the wellness program, such as health counseling and referral to other services that may benefit you. You also are encouraged to share your results or concerns with your own Healthcare Provider.

### **Protections from Disclosure of Medical Information**

We are required by law to maintain the privacy and security of your personally identifiable health information. However, the wellness program and your employer may use aggregate information it collects to design a program based on identified health risks in the workplace. Peak Health will never disclose any of your health information either publicly or to your employer, except to the extent necessary to respond to your request for a reasonable accommodation needed to participate in the wellness program or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment or your eligibility for insurance coverage.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. We may disclose your protected health information to other health care professionals or health care resources in order to provide additional health services to you. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. Your Benefits Administrator may receive limited information about you in order to pay your bill and offer program incentives to you.

Information stored electronically will be encrypted. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

If you have questions or concerns regarding this notice, please contact our Privacy Officer at 252-237-5090. If you have concerns about employment discrimination, please contact your Company's Benefit or Human Resources Department.

## **Release of Liability and Limited Consent to Disclosure for Participants joining the Wellness Program**

I understand that my participation in the Wellness Program is totally voluntary. I acknowledge that participation in a wellness program of this type involves exercise and physical exertion. I hereby authorize Peak Health Services, LLC to perform procedures that are necessary to identify my health risks.

I understand that there exists the possibility of adverse changes occurring during the exercise test. They include, abnormal blood pressure and heart rate responses, fainting, and in very rare instances heart attack. Every effort will be made to minimize incidents of this type by preliminary evaluation and by observation during testing.

I understand that the information obtained from the exercise test will be used to determine my cardiovascular fitness level and will help in determining what type of activity I can engage in with little risk. I understand my nurse may identify a health risk that could exclude me from completing the exercise test.

I agree to participate in the Wellness Program at my own risk and I agree to limit my efforts in the program to a level which will not cause me injury or harm and I hereby assume full responsibility for the acts I take in attempting to meet my health goals. I hereby assume all responsibility and liability for any accident or injury now or hereafter, arising out of my participation in the Wellness Program and I hereby agree to indemnify and hold Peak Health, its Nurses, or its staff or my Employer\* and its affiliates, its employees, successors, and agents, harmless from any or all claims, actions, damages and losses now and hereafter arising out of or relating to any injury or harm which I now or in the future suffer during or in any connection with my participation in the Wellness Program.

Notwithstanding the above, nothing contained herein shall be deemed to release any of my rights, or the rights of my heirs, successors, or assigns to make any claim and to collect my proceeds from any provider of health, casualty, life or disability insurance for which coverage has been written, and to the extent that my release of my Employer would impair my rights to make claims against and to receive benefits under said insurance, this Release is ineffective.

This release is executed in favor of my Employer only and shall not be interpreted to grant any release to any provider of health, casualty, life or disability insurance of which my family or I is a beneficiary.

I understand that participation in the Wellness Program is done on my own time and is not considered time at work, therefore if I am injured while participating in the program, I am not eligible for Workers Compensation.

In addition, I authorize Peak Health to release to my Employer information relating to my health and fitness, as necessary to participate in the Wellness Program (e.g. to resolve a dispute about my participation or respond to my service inquiry). I understand that my Employer has a bona fide need for this confidential information for program planning, evaluation and measurement purposes only. I agree that if I am identified as high risk for a chronic disease(s) that I can be contacted regarding participation in programs that may help control the chronic disease(s).

I agree to make every effort to keep my scheduled health evaluations with Peak Health Services, LLC. The cost of the health evaluation appointment is provided by my Employer unless I fail to show up for the appointment. The charge for failure to honor the health evaluation appointment may be automatically payroll deducted. I understand that in order to continue receiving any Wellness Program benefits I must reschedule any missed health evaluations with Peak Health within 30 days of a canceled appointment. If I fail to schedule an appointment within 30 days, then I will be terminated from the program. Failure to meet my health goals will result in loss of program benefits.

\*Employer refers to the Company contracting Peak Health Services, LLC to conduct the Wellness Program for me and/or my spouse/DP.

Orig: 02/17/03

Revised: 08/15/23