

## HAWA Consent Form

This **Consent Form** authorizes your employer, Health As We Age, LLC (HAWA), and any of our [affiliated] vendors, and/or other partners engaged by your employer's health plan, third party administrator, trust, co-op or health exchange to conduct services in connection with your HAWA Virtual Healthcare System, health management and wellness program (the "PROGRAM"). **You are advised to carefully read the contents of this Consent Form in order to fully understand the extent of your rights.**

By executing this **Consent Form**, you are voluntarily authorizing the use and disclosure of health and personal information about you for purposes of your participation in the Program. The HAWA Virtual Healthcare System consists of several products and services directed at health maintenance and health improvement. Core services that may be available to you in your Program, consists of the HAWA HealthPoint Checkup, HAWA Provider Consultations and history through one-way or two-way video, Health Record, Medical History, device and wearable connectivity and data transfer, goal setting, plan of action, HAWA U educational resources and support, secure messaging and the HAWA Perks Program – an incentive tracker. If a HAWA HealthPoint Checkup biometric screening requiring a blood draw is performed, your blood will be processed and the results will be securely and confidentially sent back to HAWA. Your Program may also include a consultation with an MDLIVE Physician or a GR8 Speech Therapist.

1. **This Program is not meant to be a substitution for your Personal Care Physician. Therefore we suggest that you share any findings and recommendations from the Program with your Personal Care Physician, as appropriate.**

2. **I hereby authorize** the collection of personal health data that I will reveal, along with a health screening (should I choose) to be done in conjunction with the Program to assist me in achieving my health goals.

3. **I understand** that the results of any actions I take in conjunction with the Program (including a possible HAWA HealthPoint Checkup health screening) may be used to reduce or increase my health plan benefits or payroll contributions. This information may also be used to determine my available rewards and/or for purposes of health education and health outreach.

4. **I hereby authorize** HAWA and its affiliated vendors and/or other partners to complete the necessary examination, which may include a blood draw, the collection of certain body measurements and the collection of my health history to the extent that I choose to reveal it.

5. **I hereby authorize** the use or disclosure of health and personal information about me, including all HAWA HealthPoint Checkup health screening and laboratory results obtained as part of the Program to: HAWA, worksite wellness program vendors, my personal healthcare provider, and/or the managing general underwriter for my employer's health plan. Although my employer may know how many categories I passed or failed, specific results will not be shared directly with my employer. De-identified group statistics may be used for reporting and research purposes.

6. **I understand** that these uses and disclosures are more fully explained in the **Notice of Privacy Practice** that has been provided to me, and which I have had the opportunity to review. I also understand that the privacy practices described in **the Notice of Privacy Practice** may change over time, and that I have the right to obtain any revised **Notice of Privacy Practice** by contacting HAWA to make such a request.

7. **I understand** that certain laboratory results are required by state law to be reported to the State Department of Health and that the Laboratory will report such results to the applicable department of health, as required by law.

8. In the event of a termination of the services provided by HAWA under the Program, **I hereby authorize** HAWA to send any data and information collected pursuant to my Program to another wellness administrator or health plan to maintain continuity of information for my participation in the Program.

9. **I understand** that any tobacco/nicotine lab results, if performed, will be used to verify report of nicotine use only. Results from a negative nicotine test will not override the response of admitted tobacco/nicotine users.

10. **I understand** that any participation in this Program is voluntary and that enrollment in or eligibility for health plan benefits is not conditioned upon providing this authorization except to the extent necessary for underwriting or risk rating determinations that may be used to reduce or increase health plan benefits or payroll contributions. By participating in the Program and screening events, I hereby accept all risk to my health that may result from such participation except in the case of gross negligence and I hereby

release and agree to hold harmless my employer, my employer's insurance agent, my employer's selected vendors, HAWA, its affiliates including any independent laboratory used, and their respective officers, directors, employees, agents, successors and assigns from any and all liability to myself, my personal representatives, estate, heirs, next of kin and assigns, from any and all claims and causes of action from illness or injury arising from my participation in the Program, collection of any specimen, laboratory analysis of such specimen and the reporting of information concerning such analysis.

11. **Terms of Agreement:** Unless participation in the Program is terminated by you or your employer, this agreement remains in effect for as long as your employer elects to participate in the Program.

12. **I have read and understand the following statements about my rights:**

- I understand that I have the right to revoke/withdraw this consent by notifying HAWA in writing, at any time. My revocation/withdrawal will be effective except to the extent that the entity has taken action in reliance on my consent for use or disclosure of my health information. I also understand that my revocation/withdrawal will not have any effect on any actions that the entity took before receiving the revocation.
- I understand that I have the right to review and copy any of the information described in this form by submitting a written request to HAWA.
- I understand that I have the right to obtain any revise **the Notice of Privacy Practice** by contacting HAWA with such a request.

I have carefully read this agreement and understand the terms and conditions of my voluntary participation in the Program as evidenced by my electronic signature.