



Level2 Consent to Program Participation and Telehealth Services

Level2 is a UnitedHealth Group program (the “**Program**”) that aims to improve the health status of certain eligible participants who have been diagnosed with type 2 diabetes. This consent form (“**Consent**”) provides information about the Program, including conditions for participating in the Program, and the telehealth services that may be rendered in connection with the Program. You will not be able to participate unless you select the “I Agree” button at the end of the Consent indicating your understanding and acceptance of these conditions.

Your participation in this Program is entirely voluntary and does not affect your UnitedHealthcare plan or administered plan benefits or the relationship you have with your healthcare providers in any way. To participate in the Program, you must select the “I agree” button at the end of the Consent indicating your understanding and acceptance of the below conditions. You can choose to stop participating in the Program at any time by calling the Program toll-free at (844) 302-2821, weekdays from 9 a.m. to 6 p.m. local time, or by sending a letter to: Level2 Medical Services, P.A.; 5995 Opus Parkway; MN082-LL10; Minnetonka, MN 55343.

The Program

The Program involves the coordinated efforts of UnitedHealth Group and certain of its affiliated companies (referred to collectively in this Consent as the “**Level2 Companies**”), which affiliated companies include, among others, UnitedHealthcare, Level2 Health IPA, LLC, Level2 Health Management, LLC, and the affiliated Level2 telehealth physician practices¹ (such Level2 telehealth physician practices referred to collectively in this Consent as the “**Level2 Medical Practice**”). Program business partners (such business partners referred to collectively in this Consent as the “**Level 2 Partners**”) are also involved, such as Fitbit, Inc., Dexcom, Inc., medical device suppliers, and information management companies. Through the Program, you may receive a Fitbit® activity tracker. Through the Program you may also receive a Dexcom® continuous glucose monitor, a medical device that is available only by prescription (“**CGM**”). The Fitbit® activity tracker and Dexcom® CGM (together, the “**Program Devices**”) are provided by these third-party vendors at no additional cost to you other than the plan premiums you already paid, and subject to you separately agreeing to such vendor’s separate terms and conditions and privacy policy. These vendors arrange for you to access your data, including glucose levels, using downloadable smartphone apps and other sources, as applicable. If you do not have access to a cell phone, smartphone, or the internet, you may still participate in the Program, and should contact the Program at (844) 302-2821. In certain cases, based on Level2

¹ The Level2 telehealth physician practices include: Level2 Medical Services, P.A. (DE); Level 2 Medical Services, P.C. (AK); Level 2 Medical Services P.C. (CA); Level2 Medical Services, P.A. (NJ); Level 2 Medical Services, P.C. (UT); and any other physician practice that now or in the future that becomes an affiliated Level2 telehealth physician practice.

policies then in effect, you may be provided a mobile digital device for your use in the Program (also a “Program Device”).

The Program also may offer you the opportunity to earn certain rewards if you are enrolled in the Program on the date that rewards are distributed. The rewards may vary by your policy state or plan, may not be available in certain states due to those state’s laws, and are subject to change from time to time, including by your plans and the Program, each in their sole discretion (“**Reward Terms**”). Your applicable Reward Terms, if any, are available from the Program upon request.

The Level2 Medical Practice does not substitute for or replace your doctor and other health care professionals and providers (referred to collectively in this Consent as “My Doctor” or “Your Doctor”), and Your Doctor should remain involved and responsible for treating your type 2 diabetes and/or providing your primary care and other health care. However, through the Level2 Medical Practice, you may be prescribed the Dexcom® CGM, and provided with health coaching and nutritional counseling to educate you on management of type 2 diabetes. The Level2 Medical Practice may also provide you with other care related to your type 2 diabetes, such as regarding your use of medications, including that you may be prescribed medications. To provide its services to you the Level2 Medical Practice may, as permitted by law, review health information about you that is provided directly by you, by other Level2 Companies, by Level2 Partners, through Program Devices, and by Your Doctor. The Level2 Medical Practice delivers these services through telehealth, which involves you remaining in your preferred location while interacting with a health provider who renders services from a distant site. Telehealth services may use real-time or asynchronous audio, video, or other electronic communications to interact with you, consult with Your Doctor, and/or review your health-related information. Level2 Medical Practice providers may include primary care physicians, specialists, nurse practitioners, health coaches, assistants and others. The Program may use telehealth to deliver health care services and advice to the extent permitted by applicable laws, which services and advice may include, among other activities, patient assessment/examination, ordering/interpreting of tests/studies, prescribing of medications, prescription refills, appointment scheduling, diagnosis, therapy, follow-up, and/or patient education. Electronic systems used will incorporate network and software security protocols designed to protect the privacy and security of health information and imaging data, and will include measures designed to ensure its integrity against intentional or unintentional corruption.

If you have any problems using your Program Devices or questions about the Program, you may call the Program hotline at: (844) 302-2821 (TTY 711), weekdays from 9 a.m. to 6 p.m. local time.

Consent to Program Participation

1. I understand and agree that Program criteria for inclusion and exclusion include clinical and health plan requirements and exclusions intended to help determine who may most

likely benefit or not benefit from the Program, and such criteria are subject to change from time to time by the Program or health plan administrator in their sole discretion. I understand and agree that I am enrolling in the Program because I have been diagnosed with type 2 Diabetes and meet the applicable criteria and requirements for inclusion. I also understand and agree that my participation in the Program ends if I voluntarily leave the Program, the Program ends on its own, or the Program in its sole discretion ends my participation at any time and for any reason (including but not limited to: my not qualifying or no longer qualifying for the Program under the then-current Program inclusion and exclusion criteria; a change in my health insurance or status such that my participation in the Program is no longer being covered by a health plan participating with the Program; or my failure to comply with the terms and conditions of this or any agreement with the Program). I understand and agree that if my participation in the Program ends, I lose any benefits I may have received from continuing in the Program and I must follow Program instructions regarding Program Devices, including that I must return my Fitbit® activity tracker and charging cable and any mobile digital device I may receive from Level2 to: Level2; 5995 Opus Parkway; MN082-LL10; Minnetonka, MN 55343.

2. I understand and agree that that during my participation in the Program, I must truthfully report my medical history, current conditions, allergies, and current medications and dosages. Further, I understand and agree that I must read and assure my understanding of all Program-, vendor-, and manufacturer-supplied safety and use information received in connection with Program Devices and associated smartphone apps prior to their use, and I understand and agree that I must not let any other person use my Program Devices.
3. I understand and agree that the Level2 Medical Practice does not substitute for or replace my relationship with My Doctor. I understand and agree that I should inform My Doctor of my participation in the Program prior to starting the Program, and that I must continue to seek care from and consult with My Doctor before, during, and after my participation in the Program, and promptly contact My Doctor if I have any concerns or questions about my health, including, but limited to, my type 2 diabetes and my glucose monitoring activities.
4. **I UNDERSTAND AND AGREE THAT IF I HAVE AN EMERGENCY OR NEED IMMEDIATE MEDICAL HELP, I WILL IMMEDIATELY CALL 911. I UNDERSTAND AND AGREE THAT GENERALLY THE PROGRAM AND THE LEVEL2 MEDICAL PRACTICE DO NOT ACTIVELY MONITOR AND REVIEW MY CGM BLOOD GLUCOSE READINGS OR DATA FROM ANY OTHER PROGRAM DEVICE, AND THAT I MUST PROMPTLY CONSULT WITH MY DOCTOR IF I HAVE ANY CONCERNS REGARDING THE CGM BLOOD GLUCOSE READINGS OR OTHER DATA FROM PROGRAM DEVICES. I UNDERSTAND AND AGREE THAT IF I EXPERIENCE SYMPTOMS OF HIGH OR LOW GLUCOSE, I MUST ALWAYS CHECK MY BLOOD GLUCOSE WITH AND BASE ANY TREATMENT DECISIONS ON A VALUE FROM A FINGERSTICK BLOOD GLUCOSE METER, NOT THE CGM.**
5. I understand and agree that I will not accept or commence treatments and/or health screenings recommended to me by the Level2 Medical Practice, including, without limitation, the use of a CGM or a change in my medications, unless I have been afforded

the opportunity, to my satisfaction, to consider the options with my Level2 Medical Practice providers and My Doctor, including the risks, benefits, and alternatives to the recommendations, and have discussed the recommendations with them in a manner that I understand, and have had all of my questions answered to my satisfaction.

6. I understand and agree that by using the Program's website and by clicking the "I agree" button at the end of this Consent, I agree to the Program's Terms of Use, available at <https://app.lv12.com/legal>, and the Program's privacy policies and practices available at <https://app.lv12.com/legal>.
7. I understand and agree that as a condition to my enrolling in the Program, I must agree to a separate Level2 Health Information Authorization that, among other things, authorizes the Level2 Medical practice and other Level2 Companies, the Level2 Partners, and My Doctor to share my health information for Program purposes, subject to the limitations described in the Level2 Health Information Authorization, and that a revocation of the Health Information Authorization may result in my termination from the Program. For information about this please call the Program toll-free at (844) 302-2821, weekdays from 9 a.m. to 6 p.m. local time, or by sending a letter to the Program at: Level2 Medical Services, P.A.; 5995 Opus Parkway; MN082-LL10; Minnetonka, MN 55343. For example, I may instruct the Level2 Medical Practice not to share my health information with My Doctor. Also, if I obtain a Fitbit device, Fitbit will offer me the option not to share data from my Fitbit device and account with Level2 Companies. This data includes information about my steps, sleep activity, heart rate, food/water intake, and other metadata. Also, for such Fitbit account data that I have authorized Fitbit to share with Level2 Companies, I may withdraw my consent at any time from my Fitbit account settings. If I withdraw my consent, my Fitbit information will no longer be shared with Level2 Companies, but Level2 Companies may continue to use any Fitbit data they have obtained about me before receiving my notice of withdrawal. Further, I understand that by my use of the Fitbit® activity tracker, I agree to the Fitbit® Terms of Service, available at <https://www.fitbit.com/global/us/legal/terms-of-service>, and the Fitbit® Privacy Policy, available at <https://www.fitbit.com/global/us/legal/privacy-policy>.
8. I understand and agree that by participating in the Program, I agree to receive emails, phone calls, and SMS text messages containing information, including treatment-related information, about me and my participation in the Program, scheduling, communication updates, community post updates, general Program updates, reminders and RSVPs, which I understand and agree will be sent unencrypted and may be subject to standard messaging and data rates. I also understand and agree that I will be asked to use multifactor authentication (2FA, MFA), where available, in connection with Program communications. I understand and agree that these electronic communications may not be encrypted and will contain my personal health-related information, and that sending my health information through these kinds of open networks poses risks to the confidentiality of my health information. For example, the text messages may be read or otherwise accessed by a third party while in transit or while stored on my devices. I

understand and agree that by clicking the “I agree” button at the end of this Consent, I agree to accept these risks and request to be communicated with in this manner. Further, I understand and agree that I may opt out of this Program messaging or any applicable multifactor authentication at any time by calling the Program toll-free at 844-302-2821, weekdays from 9 a.m. to 6 p.m. local time, or by sending a letter to the Program at: Level2 Medical Services, P.A.; 5995 Opus Parkway; MN082-LL10; Minnetonka, MN 55343.

9. I understand and agree that I may be subject to certain potential Program risks, such as those inherent to any form of exercise or physical activity, such as physical injury, or those inherent to using any form of technology, such as internet service interruptions, mobile device malfunctions, data security incidents, and other technical difficulties. I further understand and agree that I may be subject to certain risks attendant to using a CGM, including but not limited to discomfort, pain, inflammation, bleeding, and/or infection at the CGM sensor insertion site (which infections may spread, but are unlikely to do so). I also understand and agree that I should not use my CGM if the transmitter is damaged or cracked, and that on rare occasions, the CGM sensor wire may break or detach, in which case, if the sensor wire remains in my skin, I agree to contact My Doctor instead of trying to remove it myself. Additionally, I understand and agree that I must remove the CGM sensor and transmitter prior to receiving Magnetic Resonance Imaging (MRI), Computed Tomography (CT) scan, or diathermy (heat) treatment.
10. I understand and agree there are no direct costs to Program participation and receipt of a Fitbit® activity tracker or CGM outside of my premium payment for my health insurance, but that there may be incidental costs I incur and for which I am independently responsible, such as data charges for use of a smartphone to communicate with the Program.
11. I understand and agree that the Program involves recording information from the Program Devices, smartphone apps, and messaging platforms, and that the Program-related phone calls, texts, and/or interaction with Program staff or partners may also be recorded. I understand and agree that this will include that Level2 Companies will collect information about me, which information will be subject to Level2 Companies’ data privacy policies and procedures designed to protect the confidentiality and security of data, including through the use of physical, technical, and administrative safeguards. I also understand and agree that even with the use of these precautions by Level2 Companies, there is a risk that my information could be improperly disclosed in a data breach, and I understand and agree that in such case applicable Level2 Companies or their designees may contact me regarding such data breach.
12. I understand and agree that the Program intends to provide participants with the anticipated benefits of Program participation, but that participation does not guarantee results of any kind.

Consent to Telehealth Services

13. I understand and agree that telehealth may involve communication of my personal health information to Level2 Medical Practice providers who may be located in other areas, including outside my state of residence. I also understand and agree that it is my duty to truthfully and accurately inform the Level2 Medical Practice providers of the state in which I am currently located at the time of the telehealth interaction, other electronic, telehealth, or in-person interactions I have with My Doctor and other providers regarding my health care, my medical history, current conditions, allergies, and current medications and dosages, and my contact information. I further understand and agree that depending on my location and the information I truthfully disclose, I may be required to undergo a face-to-face assessment or examination by My Doctor in order to receive Program telehealth treatment by Level2 Medical Practice providers.
14. I understand and agree that Level2 Medical Practice providers use their independent clinical judgment to determine the appropriateness of telehealth services for the condition being treated and/or services being rendered, and that a variety of alternative methods of care delivery are available to me, such as in-person presentation to My Doctor, including my primary care physician, the nearest urgent care facility, or the nearest Emergency Department, and that I may choose one or more alternative methods at any time.
15. I understand and agree that I will accept any decision by Level2 Medical Practice providers to not provide telehealth services at any given time, even if I request such services, and I understand and agree that I must immediately discontinue receiving telehealth services from Level2 Medical Practice providers if I determine or believe that it is not appropriate or safe to continue receiving the services. I also understand and agree that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, but if I do, my ability to participate in the Program may be limited as some of the Program components are dependent upon the telehealth services and will therefore be unavailable to me, but my right to future care, treatment or Program benefits otherwise available to me will not be lost or withdrawn. I understand and agree that I may have to travel to see a local healthcare practitioner in-person if I decline the Program's telehealth services.
16. I understand and agree that I may be subject to certain potential risks associated with the use of telehealth. These risks may include but are not limited to delays in medical or health evaluation or treatment due to deficiencies or failures of electronic equipment, such as internet service interruptions, mobile device malfunctions, and other technical difficulties, in addition to potential failure of security protocols causing a breach of privacy of personal medical information. I further understand and agree that in rare cases I may be subject to additional risks, including but not limited to insufficient transmissions of information to allow for appropriate health care decision making by the provider and/or a lack of access to medical records resulting in adverse drug interactions or allergic reactions. I agree that

I have been adequately informed of and understand the types of technology used in telehealth interactions and their limitations and benefits.

17. **I UNDERSTAND AND AGREE THAT TELEHEALTH SERVICES ARE NOT APPROPRIATE FOR MEDICAL EMERGENCIES, LIFE-THREATENING CONDITIONS, OR OTHER URGENT MEDICAL MATTERS. I UNDERSTAND AND AGREE THAT FOR ALL URGENT OR EMERGENCY MATTERS I WILL IMMEDIATELY CALL 911, OR GO TO AN URGENT CARE CENTER OR TO AN EMERGENCY ROOM AT A HOSPITAL.**
18. I understand and agree that the Program intends to provide participants with the anticipated benefits of telehealth use, but that using telehealth through the Program does not guarantee results of any kind.

By clicking on the “AGREE” button, I certify that I have read and understood this Consent, I have been afforded the opportunity to discuss it with my health care provider, the risks, benefits, and alternatives to Program participation and telehealth services have been explained to me in a manner that I understand, and all of my questions have been answered to my satisfaction.

I hereby consent to and agree to be bound to this Consent’s stated terms and conditions as a binding legal agreement, and, having done so, I elect to participate in the Program and authorize the Program to provide telehealth services as it deems medically necessary, and I acknowledge and agree that no guarantees have been made to me regarding the results that may be obtained therefrom.

Please maintain a copy of this document for your records.

Last Updated: September 22, 2021