Informed Consent

Updated for 42 CFR Part 2 Compliance — Effective February 16, 2026

Patient Name: _____ **Facility:** _____

☐ **I consent to receive behavioral health services from Encounter Telehealth, which may include Medication Management (MM), Talk Therapy (TT), and/or Chronic Disease Management (CDM), as clinically appropriate.**

What services are you specifically interested in? Mark all that apply:

☐ Medication Management (MM) ☐ Talk Therapy (TT) ☐ Chronic Disease Management (CDM)

Patient/Patient's legal representative, please initial each of the following:

_____	I have read the TELEHEALTH INFORMED CONSENT DOCUMENT carefully and my questions have been answered to my satisfaction.
_____	I certify that I have read, understand and agree to the PATIENT FINANCIAL RESPONSIBILITY AND BILLING AGREEMENT. The undersigned is the Patient or is duly authorized by or on behalf of the Patient to read and sign this agreement.
_____	I received a copy of Encounter Telehealth's NOTICE OF PRIVACY PRACTICES, updated effective February 16, 2026, including the 42 CFR Part 2 provisions for SUD records.
_____	**42 CFR Part 2 — SUD Records Consent (see full notice on Page 2):** I have read the Substance Use Disorder Records Notice on Page 2. I authorize Encounter Telehealth to use and disclose my SUD-related records for treatment, payment, and healthcare operations as described therein. I understand I may revoke this consent in writing at any time.
_____	**Session Recording Consent (see full notice on Page 2):** I have read the Session Recording Notice on Page 2. I understand that my telehealth sessions may be recorded for documentation, quality assurance, and insurance compliance purposes, and I consent to such recording as described. I understand I may withdraw this consent at any time.
_____	**Artificial Intelligence (AI) Consent (see full notice on Page 2):** I have read the AI Notice on Page 2. I understand that Encounter Telehealth may use AI-assisted tools to support clinical documentation, care coordination, and administrative functions, and I consent to such use as described. I understand I may ask questions or decline specific AI uses at any time.

I requested and received a copy of the Telehealth Informed Consent Document, the Patient Financial Responsibility and Billing Agreement, and the Notice of Privacy Practices (updated February 16, 2026).

PATIENT: _____ LEGAL REPRESENTATIVE: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

WITNESS SECURING CONSENT: _____ Estimated Start Date: _____

Signature: _____ Date: _____

~ Please witness and scan into EMR documents or fax signed form to Medical Records Fax 402 504 9515 ~

ENCOUNTER TELEHEALTH, INC.

Telehealth Informed Consent

I agree to receive behavioral health services as a telehealth encounter. I understand that the telehealth provider is located at a distant site. A telehealth encounter means that the visit with the telehealth provider will happen by using special audiovisual equipment.

I understand that I can decline the telehealth service at any time without affecting my right to future care or treatment, and any program benefits to which I would otherwise be entitled cannot be taken away.

- If I decline the telehealth services, the other options/alternatives available for me include travel to the nearest in-person or in-clinic behavioral health provider.
- The same confidentiality protection that applies to other medical care also applies to these telehealth services.
- I will have access to all patient information from the telehealth service as determined by law.
- I understand that medical information resulting from the telehealth encounter may be released to my primary care physician for continuity of care as determined by law.
- The information from the telehealth encounter cannot be released to researchers or anyone else without my additional written consent.
- I will be informed of all people who will be present at all sites during my telehealth encounter.
- I may exclude anyone from any site during my telehealth encounter.
- I understand that during the course of treatment I may be prescribed psychiatric medications.
- Medications may include antidepressants, antianxiety, mood stabilizers, or antipsychotics.
- I understand each psychiatric medication has side effects which may or may not affect me. These side effects may be mild such as an upset stomach or severe enough that there is a risk of hospitalization and death.
- I am aware that antipsychotic medications such as Haldol, Seroquel, Risperdal, Zyprexa and other drugs in this category have an attached FDA Black Box Warning. The Black Box Warning means these drugs have been shown in studies to possibly cause heart problems, stroke and neurological problems, and can shorten the life span of a patient.
- If I do not want to have any of these drugs prescribed, I will inform my Encounter Telehealth psychiatric provider or Encounter staff. Otherwise, prescribing these medications is permitted when necessary in the opinion of the Encounter Telehealth provider.
- I consent to be treated by Encounter Telehealth and its providers and understand that I may revoke this consent in writing at any time.

For questions regarding Encounter's telehealth services, please call our business office at 402 718 8846

SUBSTANCE USE DISORDER (SUD) RECORDS — 42 CFR PART 2

42 CFR Part 2 prohibits unauthorized use or disclosure of these records. If you are receiving or may receive services related to the diagnosis, treatment, or referral for treatment of a substance use disorder, your records are protected under 42 CFR Part 2 in addition to HIPAA.

Single Consent for TPO: By initialing on Page 1, you authorize Encounter Telehealth to use and disclose your SUD-related records for treatment, payment, and healthcare operations. This single consent covers all future disclosures for these purposes until revoked.

Recipients: Treating clinicians and care coordinators, billing and payment processors, health insurance plans and payers, quality assurance reviewers, and business associates of Encounter Telehealth operating under HIPAA-compliant agreements. SUD records may NOT be used in any civil, criminal, administrative, or legislative proceeding against you without your separate written consent or a court order accompanied by a subpoena.

Your Right to Revoke: You may revoke this consent at any time in writing to our Privacy Officer at PO Box 24146, Omaha, NE 68124 or fax 402-504-9515. Revocation will not affect disclosures already made. You will not be denied treatment solely because you revoke this consent.

Limits on Use: Your SUD records may not be used to investigate or prosecute you for any substance use offense, except as specifically permitted by 42 CFR Part 2.

SESSION RECORDING NOTICE & CONSENT

Purpose of Recording: Encounter Telehealth may audio and/or video record telehealth sessions for the following purposes: clinical documentation and accurate record-keeping; quality assurance and provider supervision; insurance compliance, billing audits, and payer review; and clinician training (de-identified only, with separate authorization).

Storage and Security: All recordings are encrypted and stored securely in compliance with HIPAA. Recordings are retained only as long as required by applicable law or payer requirements and are not shared with third parties except as permitted by your signed HIPAA authorization or as required by law.

State-Specific Notice: Nebraska (Neb. Rev. Stat. §86-290), South Dakota, and Oregon law each permit recording of electronic telehealth communications when at least one party to the session consents. Your initials on Page 1 constitute your consent. Oregon patients: Oregon's all-party notice requirement (ORS 165.540) applies to in-person conversations; for electronic telehealth sessions, one-party consent applies. We notify all Oregon patients of recording regardless as a matter of best practice.

SUD Records: If your session involves the diagnosis, treatment, or referral for treatment of a substance use disorder, recordings of that session are protected under 42 CFR Part 2 in addition to HIPAA, and will not be disclosed for use in legal proceedings against you without your separate written consent or a court order.

Your Rights: You may decline recording at any time by notifying your provider before or during a session. Declining to be recorded will not affect your right to receive care. Recordings will not be used for purposes other than those listed above without your additional written authorization.

ARTIFICIAL INTELLIGENCE (AI) NOTICE & CONSENT

How Encounter Telehealth Uses AI: Encounter Telehealth may use artificial intelligence (AI) and machine learning tools to support care delivery in the following ways:

• Clinical documentation: AI-assisted transcription or ambient documentation tools may listen to or process your session to generate clinical notes. Notes are always reviewed, edited, and approved by your licensed provider before being entered into your record.

• Care coordination and scheduling: AI tools may assist with appointment reminders, follow-up outreach, and care gap identification.

• Administrative functions: AI may support billing, coding, insurance prior authorization, and quality reporting processes.

• Clinical decision support: AI tools may provide information or prompts to your provider to support clinical decisions. AI does not make treatment decisions autonomously. All clinical decisions are made by your licensed provider.

What AI Will Not Do: AI tools used by Encounter Telehealth will not independently interact with you as a patient, provide therapy, make diagnoses, or make autonomous treatment decisions. AI is used only to support your human provider, not replace them.

Data Privacy and HIPAA: All AI tools used by Encounter Telehealth are required to comply with HIPAA and, where applicable, 42 CFR Part 2. AI vendors are contracted as Business Associates and are bound by HIPAA-compliant Business Associate Agreements. Your health information will not be used to train AI models without your separate written authorization.

Bias and Fairness: Encounter Telehealth monitors AI tools for accuracy, fairness, and potential bias. We are committed to ensuring that AI tools do not produce discriminatory outcomes or reduce the quality of care for any patient population.

Evolving Regulation: State and federal regulation of AI in healthcare is actively developing. Nebraska, Oregon, and South Dakota each have AI-related legislation under consideration or in effect. Encounter Telehealth will update this notice and re-obtain consent if material changes to AI use occur.

Your Rights: You have the right to ask your provider which AI tools, if any, are being used in your care. You may decline the use of AI-assisted documentation or other specific AI functions at any time by notifying your provider. Declining AI use will not affect your right to receive care, though some administrative processes may require additional provider time. To ask questions or raise concerns about AI use, contact our Privacy Officer at PO Box 24146, Omaha, NE 68124, phone 402-718-8846, or email info@encounter.health.

Medicare/Medicaid Coverage

– As a courtesy to our patients, we will file claims for our services to Patient with Medicare and Medicaid. Medicare will send Patient's claim to Patient's Medicare supplement insurance provider, if any. Patient or Patient's responsible party must provide copies of Patient's Medicare, Medicaid, and insurance cards, as applicable, to us when we request.

– Any deductible, co-pay, or other amount not covered by Medicare, Medicaid, or Patient's Medicare supplement insurance, if any, is the responsibility of Patient or Patient's responsible party and will be billed by us to Patient or Patient's responsible party. Payment is due upon receipt of the billing.

– Patient or Patient's responsible party is responsible for resolving disputed Medicare, Medicaid, and Medicare supplement insurance claims.

Commercial Insurance Coverage

– As a courtesy to our patients, we file claims for our services with commercial insurance companies with which we contract. Patient or Patient's responsible party must provide insurance information and copies of Patient's insurance cards to us when we request.

– Any deductible, co-pay, or other amount not covered by Patient's insurance is the responsibility of Patient or Patient's responsible party. Patient or Patient's responsible party agrees to contact Patient's insurance company in advance of receiving our services to verify availability of Mental Health benefits for Patient.

– Patient or Patient's responsible party is responsible for resolving disputed insurance claims. If an insurance claim is denied, Patient or Patient's responsible party is responsible for payment of the amount involved.

– If an insurance claim is being filed by us on behalf of Patient, any deductible not yet met or any co-pay will be billed at the time of our services and is due upon receipt of the billing. If we are unable to file a claim with Patient's commercial insurance company, we will bill Patient or Patient's responsible party directly.

Billing of Facility for Services to Patient

– If Patient does not have Medicare, Medicaid, or commercial insurance covering our services, or if Patient's coverage is provided through the Facility and we are not permitted to bill that coverage directly, we will bill the Facility for our services to Patient.

Method of Payment

– Payments may be made by check or with a Visa, MasterCard, Discover, or American Express credit or debit card.

For questions regarding insurance or billing, please call our business office at 402 718 8846

ENCOUNTER TELEHEALTH, INC.

Notice of Privacy Practices

Effective Date: February 16, 2026 (Updated from January 1, 2016 to comply with 42 CFR Part 2 Final Rule)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The law requires us to keep your medical records confidential and to provide you with this Notice of Privacy Practices describing how we may use and disclose your health information to carry out treatment, payment and health care operations and for other purposes allowed or required by law. It also describes your rights to review and control the use and disclosure of your health information.

We are required to follow the privacy practices described in this Notice. We may change our privacy practices at any time. The revised Notice will be effective for all health information we maintain at that time. Upon your request, we will provide you with a copy of the most recent Notice.

SPECIAL NOTICE REGARDING SUBSTANCE USE DISORDER (SUD) RECORDS — 42 CFR PART 2

42 CFR Part 2 prohibits unauthorized use or disclosure of these records. SUD records carry stronger protections than standard HIPAA health information.

Consent Required: We may use and disclose your SUD records for TPO only pursuant to your written consent. A single consent covers all future TPO disclosures until revoked.

Revocation Rights: You may revoke your SUD consent at any time in writing to our Privacy Officer. Revocation will not affect disclosures already made. You will not be denied services solely because you revoke consent.

Permitted Recipients: Treating providers, billing processors, health insurers, and their business associates. SUD records may NOT be used in legal proceedings against you without your written consent or a court order with a subpoena.

NOTICE REGARDING SESSION RECORDING

Telehealth sessions may be recorded for clinical documentation, quality assurance, insurance compliance, and billing audit purposes. All recordings are encrypted and stored in compliance with HIPAA. Recordings involving SUD-related content are additionally protected under 42 CFR Part 2.

You have the right to decline recording without affecting your access to care. For questions about session recordings, contact our Privacy Officer.

NOTICE REGARDING ARTIFICIAL INTELLIGENCE (AI) USE

Encounter Telehealth may use AI-assisted tools for clinical documentation, care coordination, administrative functions, and clinical decision support. AI does not make autonomous clinical decisions. All clinical decisions are made by your licensed provider.

All AI vendors are contracted as HIPAA Business Associates. Your health information will not be used to train AI models without your separate written authorization. You have the right to ask which AI tools are being used in your care and to decline specific AI functions without affecting your access to care.

1. Uses and Disclosures

The law allows us to use and disclose your health information for treatment, payment and health care operations.

a. Treatment. We will use and disclose your health information to provide, coordinate and manage your medical care.

b. Payment. Your health information will be used or disclosed as needed to obtain payment for health care services provided to you.

c. Incidental Uses and Disclosures. There may be incidental uses or disclosures of your health information as a result of otherwise allowed uses and disclosures.

d. Other. We may use or disclose your health information to contact you for scheduling, appointment reminders, and similar purposes. We may use demographic information for fundraising purposes; you have the right to opt out by contacting our Privacy Officer in writing.

2. Uses and Disclosures Allowed or Required by Law

a. Public Health. We may disclose your health information to a public health authority for purposes of controlling disease, injury or disability.

b. Communicable Diseases. We may disclose your health information, if authorized by law, to a person at risk of contracting or spreading a communicable disease.

c. Health Oversight. We may disclose health information to a health oversight agency for activities authorized by law, such as audits and investigations.

d. Abuse or Neglect. We may disclose your health information to a public health authority authorized to receive reports of child abuse or neglect, or if we believe you have been a victim of abuse, neglect or domestic violence.

e. Food and Drug Administration. We may disclose your health information as required by the FDA for purposes relating to the quality, safety or effectiveness of FDA regulated products.

f. Legal Proceedings. We may disclose health information in response to a court order, subpoena, or other lawful process. NOTE: SUD records may only be disclosed in legal proceedings against you with your written consent or a court order accompanied by a subpoena.

g. Law Enforcement. We may disclose health information to law enforcement officials as permitted by law. 42 CFR Part 2 records may not be used to investigate or prosecute a patient for a substance use offense except as specifically permitted by 42 CFR Part 2.

h. Coroners, Funeral Directors and Organ Donation. We may disclose health information to a coroner, medical examiner, or funeral director as authorized by law.

i. Research. We may disclose your health information to researchers when their research has been approved by a privacy board or institutional review board.

j. Serious Threat. We may disclose your health information if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

k. Military, National Security, Workers' Compensation, Correctional, and Compliance. We may use or disclose your health information as authorized or required by applicable law for these purposes.

3. Written Authorization

We may only use and disclose your psychotherapy notes, use your information for marketing, or sell your health information with your written authorization. Any other uses not described in this Notice require your written authorization, which may be revoked at any time in writing.

4. Others Involved in Your Healthcare

We may disclose to a family member, relative, close friend, or other person you identify your health information that directly relates to that person's involvement in your health care or responsibility for payment of your health care.

5. Breach Notification

If your unsecured health information is accessed, acquired, used or disclosed in a manner not permitted by law, we are required to notify you within **60 days** of discovery. This applies to both HIPAA-covered health information and 42 CFR Part 2 SUD records.

6. Your Rights

a. Access. You have the right to access and obtain copies of your health information, with limited exceptions.

b. Restrictions. You may ask us to restrict use or disclosure of your health information. Requests must be submitted in writing to our Privacy Officer.

c. Confidential Communication. You may request that we send your health information by alternative means or to an alternative location.

d. Amendments. You may request an amendment of your health information by submitting a written request to our Privacy Officer.

e. Accounting of Disclosures. You have the right to receive an accounting of certain disclosures we have made of your health information.

f. Electronic Notice. If you receive a copy of this Notice electronically, you have the right to obtain a paper copy upon request.

g. Right to Revoke SUD Consent (42 CFR Part 2). You may revoke your SUD records consent at any time in writing to our Privacy Officer. Revocation does not affect disclosures already made, and you will not be denied treatment solely on the basis of revocation.

h. Right to Decline Recording. You may decline recording of your telehealth sessions at any time by notifying your provider. Declining will not affect your right to receive care.

i. Right to Decline AI Use. You may ask which AI tools are being used in your care and decline specific AI functions at any time by notifying your provider or our Privacy Officer. Declining will not affect your right to receive care.

7. Complaints

You may complain to us or to the Secretary of Health and Human Services if you believe we have violated your privacy rights. We will not retaliate against you for filing a complaint.

8. Privacy Officer Contact Information

ENCOUNTER TELEHEALTH, INC. — ATTN: PRIVACY OFFICER

PO Box 24146, Omaha, NE 68124

Phone: 402 718 8846

Fax: 402 504 9515

Email: info@encounter.health