

Healsend Inc. – Comprehensive Consent to Telehealth (U.S. 2025)

Effective Date: October 5, 2025

Entity: Healsend Inc.

Address: 30 N Gould St Ste R, Sheridan, WY 82801

Contact: yourhealth@healsend.com

1. Purpose and Scope

This document describes how telemedicine services are provided through the Healsend technology platform (“Platform”) and the rights and obligations of patients, Providers, and Healsend.

It applies to all telehealth encounters conducted through the Platform by independent medical groups (“Professional Entities”) using Healsend’s software and administrative infrastructure.

Healsend is a **technology and administrative-services organization (MSO)**.

It **does not provide medical care** or employ physicians; all clinical decisions are made by the licensed Providers who contract with Professional Entities.

2. Nature of Telehealth and Methods of Delivery

Telehealth involves real-time and asynchronous communication technologies, including:

- live audio-video consultations;
- secure messaging and chat;
- asynchronous “store-and-forward” image and data exchange;
- remote patient monitoring devices when applicable.

Providers determine which modality is appropriate. The encounter and records are documented in an electronic health record (EHR) maintained by the Professional Entity.

3. Parties to the Encounter

- **Patient / Client:** the individual seeking medical evaluation or treatment.
- **Provider:** a duly licensed physician, nurse practitioner, or physician assistant who renders care through a Professional Entity.
- **Professional Entity:** an independent medical group authorized to provide telehealth services in your state.

- **Healsend Inc.:** the MSO providing technology, scheduling, billing, and non-clinical support. Healsend is not a Covered Entity under HIPAA except when acting as a Business Associate for Professional Entities.
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4. Benefits of Telehealth

Telehealth can:

- Increase access to licensed clinicians across geographic areas;
 - Shorten wait times for evaluation and prescription;
 - Reduce costs related to travel and time off work;
 - Allow secure follow-up communications;
 - Facilitate ongoing monitoring of chronic conditions.
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5. Limitations and Risks

You acknowledge that telehealth:

- May not permit full physical examination or diagnostic testing;
- May result in incomplete information affecting medical decisions;
- Relies on your disclosure of accurate health data;
- May experience technical interruptions or cybersecurity incidents;
- Is not a substitute for emergency care.

Providers may determine that in-person evaluation or laboratory testing is necessary.

6. Alternatives

You have the right to obtain in-person care from any licensed provider at any time. Refusing telehealth will not affect your eligibility for future in-person care or benefits.

7. Patient Representations

You represent that:

- You are at least 18 years old and physically located in a U.S. state where your Provider is licensed;
 - The information you submit is true and complete;
 - You will not record or share the session without consent;
 - You will comply with treatment and follow-up instructions.
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8. Provider Responsibilities

Each Provider:

- Holds active licensure in your state;
 - Maintains malpractice insurance as required by law;
 - Determines whether telehealth is appropriate for your condition;
 - Maintains an EHR record of each encounter;
 - Provides referrals when medically necessary;
 - May decline to treat if telehealth is not suitable.
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9. Pharmacy, Laboratory, and Third-Party Coordination

When a prescription, diagnostic test, or laboratory order is issued:

- It is transmitted to a licensed U.S. pharmacy or CLIA-certified lab of your choosing;
 - Healsend merely facilitates secure data transfer;
 - The Provider and pharmacy remain solely responsible for dispensing accuracy and clinical safety;
 - You may request record transfers to your personal physician at any time.
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10. Privacy and Security

All electronic communications are encrypted and conducted over HIPAA-compliant systems.

Your data may be used or disclosed only to:

- facilitate diagnosis and treatment;

- coordinate billing or payment;
- meet legal and regulatory obligations;
- improve platform operations in de-identified form.

Healsend adheres to HIPAA, HITECH, FTC Health Breach Notification Rule, and relevant state privacy statutes.

See the **Healsend Privacy Policy** and **Consumer Health Data & Biometric Privacy Policy** for details.

11. Patient Rights

You have the right to:

- Be treated with respect, regardless of race, gender, or background;
 - Receive clear explanations of your condition and treatment;
 - Ask questions and obtain second opinions;
 - Access or request copies of your medical records;
 - Revoke consent at any time;
 - File privacy or service complaints without retaliation.
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12. Complaints and Grievances

Concerns regarding telehealth encounters or professional conduct should be directed to:

- the Professional Entity or Provider for clinical issues; or
 - Healsend at **yourhealth@healsend.com** for technical or administrative matters. Serious complaints may also be submitted to your state's medical or nursing board.
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13. Emergencies

Telehealth is not intended for emergency conditions.

If you experience symptoms such as chest pain, shortness of breath, severe bleeding, suicidal thoughts, or sudden vision loss, **call 911** or go to the nearest emergency department.

14. Data Retention and Recordkeeping

Professional Entities retain medical records in accordance with federal and state retention laws (typically 7 years or longer for adults).

Healsend retains platform data for administrative and security purposes per its data-retention schedule and securely deletes information when no longer required.

15. Consent to Electronic Communications

You consent to receive medical information, disclosures, and follow-ups electronically (email, SMS, patient portal).

You may revoke this consent by emailing Healsend; however, doing so may limit service functionality.

16. Acknowledgment of Potential Costs

You acknowledge that:

- Telehealth services are generally self-pay;
 - Insurance reimbursement may vary;
 - You are responsible for applicable fees and co-payments;
 - Prescription costs are determined by the dispensing pharmacy.
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17. Multi-State Legal Disclosures

California

Telehealth complies with Bus. & Prof. Code § 2290.5; informed consent is required and retained.

Florida

Out-of-state Providers are registered with the Florida DOH per F.S. § 456.47.

Texas

Encounters meet Texas Medical Board Rule § 174 standards, including identity verification and documentation.

Washington

Each session requires renewed consent per RCW 70.41.230.

New York

Providers follow Public Health Law § 2999-cc and maintain consent records for six years.

Virginia & Colorado

Patients may exercise rights to access and correction of telehealth data under state privacy acts.

Illinois

For biometric or image-based features, Healsend complies with BIPA and deletes identifiers after use.

18. Technology Requirements and Security Warnings

You are responsible for maintaining compatible devices and secure networks. Use of public Wi-Fi or shared computers increases privacy risks. Healsend employs encryption, multi-factor authentication, and secure session tokens but cannot guarantee complete protection against unauthorized access beyond its control.

19. Withdrawal of Consent

You may withdraw consent by written notice to Healsend or your Provider. Withdrawal stops future telehealth services but does not affect prior care or records already created.

20. Acknowledgment and Signature

By clicking “I Consent,” typing your name, or otherwise electronically signing within the Platform, you affirm that:

- You understand the nature, benefits, and risks of telehealth;
- You authorize Providers to deliver care using these technologies;
- You agree to Healsend’s policies and understand Healsend is not a medical provider.

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