

**Consent for TeleConsultation under the Telemedicine Practice Guidelines,  
MOHFW, GOI document dated 25th March 2020**

Preamble:

This document and consent is in the context of the "**Telemedicine Practice Guidelines**" notified by Ministry of Health and Family Welfare, Govt of India allowing Allopathic Doctors (Registered Medical Practitioners) to provide their expertise for Healthcare remotely (Telemedicine, teleconsultation). This allows delivery of health care services, irrespective of remoteness or distance between patients and health care professionals. This is permitted using any mode of communication to exchange valid information for diagnosis, treatment and prevention of disease and injuries as well as first aid and health advise in the interests of improving health of individuals and communities.

A Registered Medical Practitioner [**RMP**] is a person who is enrolled in the State Medical Register or the National Medical Register under the IMC Act 1956.

**I, (name of patient) \_\_\_\_\_, Age ( \_\_ yrs) sex (M/F) give my consent for remote consultation, under Telemedicine Practice Guidelines for taking the advice of Dr (name of doctor \_\_\_\_\_) herein referred to as RMP as under**

**01. Purpose :**

I am initiating the telemedicine request and I am requesting the opinion of RMP to give advise via telemedicine because I am not able to or choose not to meet him for in-person consultation.

**02. Address :**

I state that my address is \_\_\_\_\_, India and confirm that I am communicating for this telemedicine consultation from within the international boundaries of India.

**03. Communication:**

I understand that for the telemedicine consultation, I have made the request and I will abide by the appointment given to me using the mode of communication as decided

by the RMP and follow all the steps in the terms and procedure as communicated by the RMP. I will also provide complete information regarding my medical condition, including, but not limited to:

- a. My patient medical records
- b. My medical images
- c. My investigation reports
- d. My current and past medical data
- e. List of all my medications that I am taking currently - including any home remedies, other alternate systems of medicines, complementary medication
- f. List of all my medical questions and queries
- g. Details of any medical consultation and advise that I have already obtained from any other healthcare professional (whether from inside or outside India).
- h. Details of my allergies and other past medical history (admissions to healthcare facilities, surgeries, complications, etc)

I am aware that if I do not provide my complete medical details, the RMP will be making a judgment and/ or giving me advise on the basis of limited/ incomplete information provided by me and this can lead to serious consequences for me, including but not limited to, wrong diagnosis, wrong treatment, adverse drug interaction or allergic reactions. I also understand that I will be responsible for these consequences and that cannot hold the RMP liable for the same.

#### **04.Security**

I am aware that mode of communication, electronic systems, internet network and software are prone to be breached by others (third party, hackers). This can occur in spite of any security protocols used at either end of the communication (patient end and RMP end). I undertake to take all the necessary security precautions at patient end and I am aware of the security precautions being taken by the RMP. In spite of these precautions, if there is any breach in security and confidentiality, I shall not hold the RMP responsible for the same.

#### **05. Use and Limitations of telemedicine consultation:**

I have been informed and am aware of the use and limitations of remote telemedicine consultation. Specifically,

- a. I give explicit consent for my details (including patients medical history, examination findings, imaging and other test reports, etc) to be shared and discussed with other health professionals through any means of communication.
- b. Limited physical examination (inspection only) can take place only if video is used as the mode of communication. Even then it has limitations due to technical issues like lighting, resolution, focusing, area of the body exposed. This may not allow the RMP to get the same information or understanding as an in-person consultation.
- c. I am aware that non medical technical personnel may be present alongwith the RMP / at the RMP facility, to aid in the telemedicine consultation (eg. communication, logistics equipment setup, smooth functioning and recording).

#### **06. Insufficient information :**

I understand that all information provided by me or transmitted from my end may not be sufficient to allow for appropriate medical decision by the physician. This may be due to one or more reasons. Examples could include

- a. poor quality of voice
- b. poor resolution of images
- c. deviation in color of images
- d. poor connectivity and interruptions (eg internet bandwidth or call drop)

In addition, I may not be able to understand what the RMP is requesting me or the RMP may not understand what information I am providing. I understand and accept these inherent limitation of telemedicine consultation as compared to in-person consultation.

#### **07. History:**

I understand that the telephonic consultation is only as good as the accuracy and completeness of my medical and related information that will be provided by me and/or my representative. I understand that I am responsible for accuracy and completeness of all information shared with the RMP.

I am solely responsible for any consequence that might occur if I have not provided full and complete medical and related information to the RMP.

In case I have not give full information or forgot to give any information, I know that it is my responsibility to make the RMP aware that such information was missed out, request another telemedicine consultation and provide that information as soon as possible. Failure to do so or any delay in doing so may be of serious consequences for which i will be sole person responsible.

### **08. Examination :**

I understand that non video telemedicine consultation does not permit the RMP to examine me. I also understand that video telemedicine consultation only allows inspection as part of examination. There are other components of examination that are carried out during in-person consultation (eg palpation, auscultation, etc) which are not possible even on video telemedicine consultation. I accept these limitations and the risk to me as a consequence.

I also understand that it is my responsibility to request for an in-person consultation as soon as possible. I also undertake to attend the in-person consultation if requested by the RMP. In both instances, it is my responsibility to make all necessary arrangements to present myself at the appointed time and place - as specified by the RMP. I am also aware that it is my responsibility to immediately seek the option of another RMP if I am not satisfied with the telemedicine consultation for any reason whatsoever.

### **09. Investigations:**

I understand that it is the RMPs prerogative to decide if any additional investigations are necessary or not. I undertake to get all such investigations done promptly as advised by the RMP during the consultation process. I understand that if such investigations are not done in a timely manner and their reports not provided to the RMP promptly, I will be solely responsible for all the consequences.

### **10. Diagnosis:**

I understand that the diagnosis (provisional or otherwise) of my medical condition as made by the RMP is

- a. entirely dependent on the completeness and accuracy of the information provided by me
- b. cannot replace an in-person consultation

c. has significant limitations and is a temporary measure that I am availing of till I can go for an in-person consultation

Accordingly I will not hold the RMP liable for any consequences of the same.

### **11. Advise:**

The RMP has agreed to give his valuable advice remotely at my request, is doing it in good faith and it is my responsibility to follow the same accurately and consistently. It is also my responsibility to seek an in-person consultation as soon as possible.

### **12. Postponement, Pause and Termination of the telemedicine consultation:**

I understand that the RMP might have to postpone or reschedule a telemedicine consultation appointment, since medical management of other patients by RMP might be extended or RMP might be dealing with an emergency or for other logistic reasons. In such case(s) I will accept a rescheduled appointment provided to me.

I understand that it is the sole prerogative of the RMP to pause the telemedicine consultation at any time and ask for additional information (past medical records, new investigations, etc).

I also understand that either party (RMP or patient) may terminate the telemedicine consultation at any time, without assigning any reason whatsoever

### **13. Prescription:**

In case the RMP has prescribed medicines, I undertake to follow all the points mentioned below:

- a. the prescription is solely for myself and cannot be used for any other person.
- b. I will follow all the specifications of the prescription.
- c. In case my medical condition does not respond, it is my responsibility to promptly seek a fresh appointment or visit the nearest available healthcare facility.
- d. In case i develop any side effects or reaction, it is my responsibility to seek emergency medical treatment at the nearest available healthcare facility. It is also my responsibility to immediately stop further prescribed medication causing the problem.
- e. I will not use the same prescription for refill unless specifically permitted by the RMP.

#### **14. Medical Record:**

I understand that the RMP may store details of the telemedicine consultation as required under Telemedicine Practice Guidelines as well as other applicable laws. I understand that this may include one or more of the following:

- a. video
- b. audio
- c. images
- d. documents
- e. details and content of any means of communication
- f. anything else that the RMP deems necessary

#### **15. Confidentiality:**

I understand that both parties are responsible for maintaining confidentiality of all aspects of the telemedicine consultation. I undertake to take all reasonable precautions to keep this confidential

I undertake not to put on social medial or in public domain whole or any part of the telemedicine consultation process or recording without the explicit written consent from the RMP.

I undertake not to share the telemedicine consultation (whole or part) with anyone else, including my friend and relatives

I am aware that misuse of the telemedicine consultation process is a crime

I am aware that the reputation of the RMP may be damaged, even irreparably, if i misuse the telemedicine consultation process or recording. I indemnify the RMP against any damages that might result from the same.

I specifically undertake not to defame or tarnish the image of the RMP in any way and accept that i will be liable for conesquences if i attempt the same.

#### **16. Permission**

I give my permission for my details, images, digital recordings, etc to be shared with other healthcare professionals

I also give my permission for my details, images, digital recordings, etc to be used in educational activities and in scientific or technical publications in a manner that preserves my anonymity (removal of patient identifier details)

**17. Jurisdiction:**

In case i have any grievance, i give irrevocable undertaking that i will take recourse to a legal / judicial remedy in the jurisdiction of the RMP.

**18. Release:**

I hereby completely and irrevocably release the RMP, healthcare facility, institution/ organization and their respective staff members and other healthcare professionals, insurance providers, administrators, officers, employees and directors from and of any and all errors and omissions, known or unknown, foreseen or unforeseen, knowingly or unknowingly, as well as all claims, actions or damages arising from or in connection with the telemedicine consultation, conclusions or recommendations provided by the RMP. Furthermore I agree that physician has no liability or responsibility for the accuracy or completeness of medical information submitted to them or for any errors in its electronic transmission.

**19. Ability:**

As a precondition to request and/ or receiving the telemedicine consultation service, I am giving the above consent willingly and in my full senses, without any pressure or force. I am of sound mind and judgment, am not under influence of any drugs or alcohol or any other intoxicating substance or medication. I acknowledge that I have given this consent of my own free will.

**21. Consideration:**

I am responsible for all the fees related to my telemedicine consultation. RMP has specified that the fees will be Rs \_\_\_\_\_ for telemedicine consultation appointment of upto 15 minutes. I have accepted these fees. I also undertake to make the payment by the method and using the details provided by RMP. If i default on the payment, it is proof of my intention to defraud the RMP and i will be liable to its consequences. I understand that there is no guarantee in the telemedicine consultation, explicit or implied. The failure of intended benefit or the occurrence of side effects cannot be predicted and is an act of God, for which the RMP is not liable. If i want to extend the

telemedicine consultation beyond the time specified or i want another follow up telemedicine consultation for any reason, i understand that i have to make additional payments of fess on a pro rata basis. I also understand that once the telemedicine consultation has commenced, under no circumstances can i request or demand a refund of fees.

## **22. Discussions:**

I understand that it is my responsibility to ensure that i have asked the RMP all my queries, questions and doubts within the duration of the telemedicine consultation appointment slot. It is also my responsibility that i use the necessary technology and equipment at my end to I hear and understand completely all the discussions and advise provided by the RMP. In case i need clarification, it is my responsibility to ask specific questions to resolve them. At the end of the telemedicine consultation, it will be assumed that all my queries and doubts have been resolved, i have understood the advise and instructions given by the RMP and that i will abide by the same.

## **23. Limitation:**

I understand and accept the risk of the limitation telemedicine consultation. I further confirm that RMP has not given any warranty or guarantee of any nature, explicit or implied, regarding my medical condition, diagnosis, outcome and benefit of recommended management.

## **24. Informed Consent:**

I have read and understood the written information provided above, accept all the terms and limitations. I give my consent for the telemedicine consultation .

Signature of patient

Name of Patient

Govt Issue Photo ID type

Govt issue Photo ID number:





Date

Place