

Generalization and liberalization of telemedicine in France

The year 2018 marks a significant shift in the deployment of telemedicine in France.

Teleconsultations are henceforth reimbursed by the French Health Insurance Fund, just like “standard” consultations. This practice has also been liberalized through the repeal of the obligation to enter into contracts with regional health agencies and agreements between operators that carry out a telemedicine activity.

Latest developments in telemedicine in 2018 confirm that this practice is now expanding rapidly.

Telemedicine is a form of remote medical practice using information and communication technologies. It aims at *inter alia* increasing access to healthcare services, improving the quality of life of patients or enhancing coordination between healthcare professionals by allowing for the provision and monitoring of healthcare services at patients’ place of living.

There exist five types of medical acts that are part of telemedicine in France: Teleconsultation, tele-expertise, telemonitoring, teleassistance, medical regulation.

Teleconsultations, i.e. remote consultations by a healthcare professional, have been included within the coordinated care pathway, as per the provisions of the 2018 Social Security Financing Bill^[1].

Since September 15, 2018, healthcare professionals are entitled to conduct remote consultations at the same rate as face-to-face appointments. The reimbursement procedure by the Health Insurance Fund and supplemental healthcare insurance schemes is similar to the procedure currently applicable to standard appointments^[2].

Reimbursement by the Health Insurance Fund shall however be subject to a number of requirements, including:

- Teleconsultations must be conducted by means of video-transmission: The patient shall be invited by the

physician to connect to a secured website or app via a computer or tablet computer equipped with a webcam;

- It must be integrated within the coordinated care pathway: The teleconsultation must be conducted by the primary care physician or any other healthcare professional to whom the patient has been referred (except in particular for specialists who may already be directly consulted by patients (gynecologists, ophthalmologists, psychiatrists/neuropsychiatrists or stomatologists), for patients under the age of 16)
- The patient must be known to the teleconsulting physician: At least one face-to-face appointment must have been conducted with this physician in the 12 months preceding the teleconsultation.

The year 2018 also marks the liberalization of telemedicine practices.

Indeed, a Decree dated September 13, 2018 which sets out the conditions governing the provision of telemedicine acts [3] has softened the formalities necessary to implement telemedicine. In particular, the obligation to enter into a contract with the regional health agencies or an agreement among the relevant health actors conducting telemedicine has been repealed.

In other words, these documents are no longer necessary to conduct a telemedicine activity.

The expansion of telemedicine in France opens up new opportunities for the various health sector stakeholders but it also creates new constraints that will require adaptation.

Regarding healthcare professionals, it is necessary to ensure the quality and safety of the healthcare services they provide. As recalled by the French National Authority for Health, it will be also necessary to provide for practical terms and conditions that will govern the implementation and reimbursement of activities that may be derived from telemedicine, such as drugs prescriptions[4].

It should be recalled that, just like for face-to-face consultations, telemedicine must be implemented in compliance with legal and regulatory provisions that govern medical practices, rules of professional conduct and confidentiality, and standards of clinical practice.

Providers that offer technical solutions, e.g. operators of teleconsultation platforms, must ensure that the rules governing data safety and confidentiality of exchanges are duly observed.

Telemedicine also creates complex situations as regards the question of liability, in particular the liability of healthcare professionals who use technological tools and the liability of providers that supply such tools.

[1] Cf. Law n° 2017-1836 of December 30, 2017 for the financing of the social security for 2018. The conditions governing the provision of teleconsultations and the reimbursement thereof were specified in Ministerial Order dated August 1, 2018 approving amendment n° 6 to the national agreement structuring the relationships between private practitioners and the French Health Insurance Funds signed on August 25, 2016

[2] Tele-expertise - a situation where a medical professional seeks the opinion of one or more other medical professionals - shall be deployed more progressively: Effective from February 2019, it shall be opened to a certain category of patients and then to all patients in 2020

[3] Decree n° 2018-788 of September 13, 2018 on the conditions governing the implementation of telemedicine activities, Official Bulletin of the French Republic dated September 14, 2018

[4] Cf. Opinion n°2018.0034/AC/SA3P of September 5, 2018 of the steering committee of the French National Authority for Health regarding the draft Decree on the conditions governing the implementation of telemedicine activities

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