

**ADA COUNTY MEDICAL SOCIETY
PHYSICIAN VITALITY PROGRAM INDIVIDUAL THERAPIST CONTRACT**

This Agreement is entered into by _____ (“CONTRACTOR”) of _____ County, _____ (State) and Ada County Medical Society, Inc (ACMS), effective **January 1, 2022** (the “Effective Date”).

RECITALS:

- Ada County Medical Society desires to furnish private psychotherapy services from licensed mental health professionals for its and other medical association(s)’ members (referred to as “Member or Members” throughout) through which they can address various concerns impacting their mental and emotional health and well-being; and
- ACMS desires to reduce barriers for Members accessing these service providers by carefully addressing issues of confidentiality, convenience, and cost; and
- CONTRACTOR wishes to provide the Services for the ACMS Physician Vitality Program (PVP) Program as described in this Agreement and the Attachments hereto, and the parties wish to state in writing the terms and conditions of their agreement with respect to provision of the Services for the PVP:

NOW THEREFORE, in consideration of the foregoing and for the mutual consideration set forth in this Agreement, the sufficiency and value of which the parties acknowledge, they agree to the following:

1. Eligibility for Services.

- a. CONTRACTOR will provide the Services as described in Section 2 of this Agreement to Ada County Medical Society’s Qualified Members and other qualified association Members in accordance with the terms and conditions provided.
- b. For purposes of this Agreement, an Ada County Medical Society “Qualified Member” (hereinafter “Member(s)”) means any of the following who practices medicine in Ada or Elmore Counties and who otherwise meets ACMS criteria for current membership with regards to status and payment of annual membership dues. This includes:
 - i. a Doctor of Medicine or osteopathy
 - ii. nurse practitioner
 - iii. physician’s assistant
 - iv. medical resident
 - v. retired members living within ACMS territory
 - vi. medical students doing rotations or attending classes in Ada or Elmore Counties, *except for Idaho College of Osteopathic Medicine students.*
- c. Qualification of other association(s)’ Members will be provided as a supplemental appendix to this contract
- d. Verification of Membership
 - i. It is the responsibility of the CONTRACTOR to verify current membership status before meeting with the Member for the first time and documented how it was verified in the client record using the means provided by ACMS:

1. Please refer to Appendix I – Temporary Coronavirus Policy for additionally eligible medical licensees.
- ii. Should CONTRACTOR make a good faith effort but fail to verify membership status through means listed above before the first appointment, CONTRACTOR may keep first appointment and ask the member to verify and bring their membership status current directly with their qualifying association before any subsequent appointments are kept.

2. The Services.

- a. CONTRACTOR will provide professional psychotherapy services through private sessions to Members who request services through the PVP.
 - i. Should CONTRACTOR not be able to routinely schedule Members within 7 days of appointment requests, CONTRACTOR shall notify ACMS of their limitations until the time restrictions are lifted.
- b. CONTRACTOR will monitor the mental health status of each Member under their care in accordance with their professional duties and obligations according to community standard of care if the Member remains in active treatment with CONTRACTOR.
- c. ACMS will pay for up to five (5), one-hour psychotherapy sessions per ACMS Member per twelve-month period (“Benefit Year”) through the PVP, inclusive of all therapists utilized. Other member associations may designate a different allotment amount, which will be defined in separate appendixes.
 - i. The “Benefit Year” begins on the first day of the first billed kept appointment OR billed missed appointment and for 365 days. After this time a new Benefit Year begins upon the date of the next appointment held which is treated as a “First Time Appointment.” There are no lifetime limits to the benefit.
 - ii. Because the allotted sessions per Benefit Year are inclusive of all PVP contracted therapists, CONTRACTOR must first ascertain if any of that Benefit Year’s sessions have already been utilized with other PVP CONTRACTORS and hold their own to the allotted limit accordingly.
 - iii. A session is defined as each separate occasion that CONTRACTOR provides psychotherapy services to a Member, whether by telephone, videoconference, or in person. Back-to-back sessions on the same day will not be allowed unless pre-authorized with the PVP Medical Director.
 - iv. Meet and Greet Sessions for Medical Residents: Medical Resident Meet and Greet introductory sessions within ACMS’ Physician Vitality Program contracted therapists shall be counted as a ½ session towards the 5 allotted sessions per 12-month period. In other words, you can bill for 4 ½ or 5 sessions in total, per member. Alternately, you can do a total of 4 full and 2 half appointments if that fits better with your follow-up on that client member.
 - v. The Services do not include psychotherapy services or other services for relatives of a Member *unless* the Member is present and participates in

the session as the identified client of the CONTRACTOR. The Member shall remain as the only client of record for any PVP services provided.

1. Notwithstanding this provision, ACMS will allow for surviving spouses/household partners of a Qualified Member who has died within the previous 12 months to access PVP services. Access will be allowed for any remaining allotted sessions in the Benefit Year if the Qualified Member received services OR up to five (5) sessions for up to a year after the death of the member. The spouse/partner shall be reported under the same demographics as the Qualified Member.
- vi. Follow-up telephone calls and referrals will not count as a billed session, except for sessions counted as the second half of Medical Resident Meet and Greet, per Appendix III. However, psychotherapy services that occurs over the phone, via telehealth, and psychological evaluations may be counted as a billed session.
- vii. All tele-health services provided must comply with any applicable tele-health law, regulations, and community standards of care.
- d. Members may elect to continue to see CONTRACTOR after they have used their allotted PVP sessions per Benefit Year OR request a referral to another mental health professional.
 - i. If the Member requests a referral and/or the CONTRACTOR determines in his/her professional judgment that a referral is clinically appropriate at any time during or at the end of the Member's allotted sessions, CONTRACTOR will refer the Member to a qualified mental health provider appropriate to the Member's needs.
 - ii. CONTRACTOR will explain to the Member that the cost of these additional sessions with CONTRACTOR and/or the services of any mental health providers to which the client may be referred, will be at the Member's own expense or through health insurance or EAP benefits if available.
 - iii. At the end of the Benefit Year, Members who have utilized PVP CONTRACTORS at their own expense or via insurance, may reinstate a benefit year with ACMS provided coverage with the same or other CONTRACTORS.

3. Contractor Qualifications, Representations and Warranties and Performance Standards.

- a. CONTRACTOR represents and warrants that, as of the Effective Date and at all times during the term of the Agreement, he/she satisfies the following representations and warranties ("Representations and Warranties"), the violation of which shall constitute a material breach of this Agreement:
- b. CONTRACTOR is a qualified, licensed, and experienced psychotherapist who possesses an advanced mental health professional degree of a master's level or above.
- c. CONTRACTOR possesses and maintains an unrestricted Idaho clinical license in either psychology, social work, or professional counseling.

- d. CONTRACTOR maintains his/her principal office with reasonable physical access for Members and/or provides telehealth services. ACMS reserves the right to conduct on-site inspections of office or test of tele-health services with adequate notice to CONTRACTOR.
 - e. CONTRACTOR possesses and maintains professional liability insurance as described in SECTION 6 below, and names Ada County Medical Society, Inc. as an additional insured on its liability policy.
 - f. CONTRACTOR will adhere to all applicable federal, state, and local laws and regulations; the standard of care in the community; relevant licensure, accreditation, and ethical standards.
 - g. CONTRACTOR will provide courteous and timely access to appointments for Members within available time, informing ACMS if it is not routinely able to do so. CONTRACTOR will keep written records of member clients' consent to treat forms as specified in Section 7 during care and for a period of at least three years following the last date of care.
4. **Service Fees, Billing, Demographics Reports, and Surveys.** CONTRACTOR's professional fees for providing the Services and all payments of the fees due to CONTRACTOR from ACMS under this Agreement shall be made in accordance below.
- a. The ACMS will pay CONTRACTOR a professional **"Service Fee" of \$125** per 60-minute session provided within the limits of Section 2.C above.
 - b. CONTRACTOR may not do any balance billing to client or other entity for services under PVP for any single appointment. The Service Fee above is the only allowable charge for services rendered under this contract.
 - i. Notwithstanding this, CONTRACTOR may bill clients or insurance for appointments not otherwise billed to ACMS in the same Benefit Year. Such billing does not need to wait until all allotted appointments are utilized in the Benefit Year but may time the billing of specific appointments to ACMS, the client, their insurance company, or another programs' EAP/PWP benefits for appointments to the greatest benefit of the client.
 - c. CONTRACTOR may bill **ACMS \$65.00 for MISSED APPOINTMENTS** that are not cancelled at least 24 hours in advance by Member and this will be counted as one of the allotted appointments per Benefit Year. However, CONTRACTOR may reschedule the appointment without billing ACMS for the missed appointment at their own discretion.
 - d. CONTRACTOR may bill ACMS **\$65 for each MEET AND GREET** (30 minutes) with medical residents that do not qualify as establishing as a client. However, if medical resident establishes as a client and keeps a full appointment, CONTRACTOR may bill the full "Service Fee" of \$125.
 - i. This session will count as .5 towards the allotted sessions per Benefit Period and only two may be combined allowed to comprise a whole 1.0

- session of the allotted sessions per year. All other remaining sessions must be 60-minute sessions.
- ii. This rate may also be used for up to a 30-minute session or telephonic “check-in” with residents and/or other members where a full session is unnecessary. The same limitations stated in the previous paragraph apply.
- e. For each individual member using PVP services, CONTRACTOR will submit a single monthly deidentified invoice.
 - i. Although the PVP is not a health insurance program, deidentification of protected health information shall be practiced in accordance with specifications outlined in 45 C.F.R. §164.514.
 - ii. Invoices will not include Member name and may only contain any combination of demographics and billing data.
 - iii. ACMS agrees that CONTRACTORS or Members may obfuscate some of their demographics if they believe the unique combination of such would reveal their identity (e.g., not reporting a gender or age or specific specialty accurately.)
 - f. CONTRACTOR shall deliver all invoices exclusively via the online demographics and billing collection form hosted by ACMS Within 15 days after the end of each monthly billing period. Bills submitted outside of this 15-day window may be rejected for payment by ACMS at its own discretion.
 - g. Invoices presented without accurate demographics counts matching billed appointments will be held until they are completed, but no longer than 90 days after submission.
 - h. Payments to CONTRACTOR will be made within thirty (30) days of the ACMS’s receipt of CONTRACTOR’s properly completed invoice(s) for each calendar month of the Agreement Term.
 - i. First-time appointments are defined as those when a Member has
 - i. never utilized the PVP service or
 - ii. whose benefits have reset after a Benefit Year and for each individual Benefit Year thereafter in which they seek PVP services.
 - j. CONTRACTOR will not report appointments as “first time” if Member has utilized another therapist in the PVP program within the Benefit Year, even if it is the first time seen by that particular CONTRACTOR.
 - k. Unutilized appointments from one Benefit Year may not be rolled over to another Benefit Year.
 - l. CONTRACTORS agree not to disclose names of Members seeking or utilizing PVP services to ACMS, or any other association contracting with ACMS for services, except in case of emergency or if explicit permission is provided by the Member to the CONTRACTOR to clarify any qualification or billing questions.
 - i. This does not prevent contractors from fulfilling billing audit requirements to a third-party independent party as exercised under Section 8 below.

- m. At the end of treatment by CONTRACTOR or at the end of year Benefit Year, CONTRACTOR will provide a confidential PVP service satisfaction form to Member to be returned anonymously to ACMS at Member's discretion.
5. **Contract Term and Termination.** The Term of this Agreement will begin on the Effective Date and continue in force and effect until **December 31, 2022**, unless terminated earlier by either party as follows:
- a. For Cause – Failure to Perform Duties and Obligations Either party may terminate this Agreement for the other party's failure to perform its duties, obligations and up to Performance Standards as stated herein, upon giving the non-performing party ten (10) days prior written notice of termination.
 - i. Termination shall be effective on the tenth day of the notice period unless the non-performing party cures the non-performance to the other party's reasonable satisfaction within that same ten (10) days.
 - b. For Cause – Maintaining Qualifications. ACMS may terminate this Agreement immediately with written notice to CONTRACTOR for failure to maintain or misrepresentation of Contractor Qualifications, Representations or Warranties.
 - c. Without Cause. Either party may terminate this Agreement, for any reason or no reason, by giving the other party forty-five (45) days advance written notice of the intent to terminate the Agreement and the effective date of termination.
6. **Indemnification and Insurance**
- a. CONTRACTOR agrees to defend, indemnify, and hold harmless ACMS from any and all claims, suits, damages, fines, penalties, judgments, liabilities, and expenses (including reasonable attorney's fees and court costs) arising from CONTRACTOR's
 - i. negligent, reckless, or willful act or omission not covered by applicable insurance;
 - ii. (ii) breach of any term of this Agreement; or
 - iii. (iii) violation of any law or regulation.
 - b. Notwithstanding the foregoing, CONTRACTOR'S indemnification obligations shall not apply to the extent such application would nullify any existing insurance coverage of CONTRACTOR or as to that portion of any claim or loss in which an insurer is obligated to defend or satisfy to the benefit of ACMS.
 - c. Each CONTRACTOR providing Services to Members will, at their own cost, maintain professional liability insurance coverage applicable to their licensure and for these Services in a minimum amount of one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) in the aggregate.
 - i. Ada County Medical Society, Inc. shall be named as an additional insured on the CONTRACTOR's professional liability insurance.
 - ii. CONTRACTOR will provide evidence professional liability insurance coverage and ACMS' additional insured status for each contract year or upon expiration/renewal of coverage policy.

7. Record Keeping and Confidentiality

- a. CONTRACTOR will create, maintain, and preserve the treatment records of every Member who contacts CONTRACTOR for psychotherapy services in accordance with accepted professional record-keeping standards for mental health records and all applicable Federal and Idaho laws and regulations governing the content, maintenance, and retention of such records.
- b. CONTRACTOR will protect and secure all Member records, including psychotherapy notes, against unauthorized use and disclosure in compliance with applicable federal and Idaho patient privacy laws. The records of Members containing protected health information (as defined in 45 C.F.R. § 160.103) will only be used or disclosed by CONTRACTOR in accordance with applicable federal and Idaho laws and regulations, except as detailed in Section 8 below.
- c. CONTRACTOR will maintain accurate paper records of:
 - i. the number and date(s) of sessions used by a Member during a single Benefit Year, including any prior sessions used during that period with another contracted therapist when disclosed;
 - ii. Various Appointment types (first-time/follow-up, meet-and-greets, urgency, telehealth/in-person, etc.);
 - iii. Member demographics
 - iv. Membership qualification and means of verification
- d. During the consent to treat process, CONTRACTOR agrees to disclose to member any electronic recordkeeping that could independently identify them as utilizing these services, including but not limited to digital calendaring, electronic clinical records, call records, etc. If the Member should arrange for ongoing care with CONTRACTOR outside of the allotted sessions, then this clause no longer applies.
 - i. Electronic signing of consent to treats can be utilized by CONTRACTOR with clients without notice.
- e. No record of ongoing care arranged between the Member and CONTRACTOR outside of allotted sessions shall be reported to ACMS directly or indirectly.

8. Billing Audits. ACMS reserves the right to audit the records of CONTRACTORS' service to Members without violating confidentiality of individual member utilization. Should it exercise this right, ACMS would retain an independent attorney or CPA firm located far enough away from the Treasure Valley and/or Idaho area to allow for a high assurance of member anonymity.

- a. Billing Audits may only include requests for records of member signed consent-to-treat forms, demographics collection forms, and number of appointments utilized, along with associated billing records.
- b. Billing Audits shall not include or allow for mental health progress notes, diagnoses, or evaluations or other treatment specific records.
- c. ACMS asserts and maintains that an independent auditor contracted under this provision will by no means and for no reason disclose the names of individual Members utilizing this service.

9. **Entire Agreement.** This Agreement, including all Attachments hereto, each of which is fully incorporated herein by reference, contains the entire agreement between CONTRACTOR and the ACMS concerning the subject-matter of this Agreement. All prior oral or written representations, agreements and understandings between the parties are merged herein.
10. **Severability.** No provision herein will be rendered unenforceable as the result of a court of competent jurisdiction ruling any other provision invalid or unenforceable.
11. **Amendments.** This Agreement will be automatically amended as necessary to comply with applicable state or federal law. No other amendment to this Agreement or any waiver of a party's rights or duties hereunder will be valid unless made in writing and signed by the parties.
12. **Assignment.** This Agreement may not be assigned, sold, or transferred by either party without the express written consent of the other party and all provisions contained herein shall be the responsibility of any independent contractor to fulfill.
 - a. Notwithstanding this provision, ACMS may contract with Idaho based member associations, medical or otherwise, to provide services for their members in the same manner as is provided in this contract for ACMS Members. Such contracts will be added as Appendixes providing benefit terms, qualifications, and means of member verification for each such contract with CONTRACTOR reserving the right to reject additional association(s)' contracts.
13. **No Waiver of Breach.** The failure of a party to object to or act regarding any breach of this Agreement by the other party will not be construed as a waiver of that breach or any prior or future breach.
14. **Notices.** All notices required hereunder shall be in writing and deemed received by the recipient when delivered to the recipient's email address OR physical address on the signature page of this Agreement by hand-delivery, national receipted delivery service, certified mail, return receipt requested, postage prepaid OR when the recipient refuses to accept delivery by one of the foregoing methods.
15. **Choice of Law.** This Agreement has been entered into between the parties in the State of Idaho and the laws of Idaho shall govern its interpretation and enforcement.
16. **Dispute Resolution.**
 - a. In the event that a dispute arises between the parties concerning this Agreement or the performance of any obligations it establishes, the parties will attempt in good faith to resolve the dispute informally through the in-person meeting of their authorized representatives or through non-binding mediation with a mediator certified by the Idaho Administrative Office of the Courts and mutually agreed to by the parties. If the parties are unsuccessful in resolving the dispute informally or through mediation within ninety (90) days following the date one party first gives

written notice of the dispute to the other party, either party may take such legal or other action as they deem appropriate.

- b. The parties agree that if a party takes legal or other action against the other party related to this Agreement, venue and forum for such action shall be in an Idaho state court of competent jurisdiction located in Ada County, Idaho.
- c. In the event of any litigation arising from breach of this agreement, or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such litigation

14. Independent Contractors. No provision of this Agreement is intended to create or will be construed to create any relationship between the parties other than that of Independent Contractors. Neither party is the agent of the other party, nor are they authorized to act on behalf of the other party in any manner. CONTRACTOR shall maintain a professional facility amenable to psychotherapy services and will furnish all his/her supplies, licenses, certifications, materials, or personnel to provide services.

15. Taxes. CONTRACTOR is solely responsible for paying all applicable Federal, State, and local taxes, including but not limited to FICA, Unemployment, Worker's Compensation, and Income Taxes. No claim for payment of payroll taxes shall be made by CONTRACTOR against ACMS.

16. No Third-Party Beneficiaries. The obligations of each party will inure solely to the benefit of the other party. No person or entity is or will be construed as a third-party beneficiary of this Agreement unless expressly stated herein or by applicable law.

WHEREFORE, CONTRACTOR and Ada County Medical Society have duly authorized their representatives signing below to execute this Agreement.

CONTRACTOR Name:	ADA COUNTY MEDICAL SOCIETY, Inc.
Address:	305 W Jefferson Street, Boise ID 83702
Signed by (Print):	Signed by
Signature:	Signature:
Date:	Date:

Ada County Medical Society Physician Vitality Program

Appendix I - Effective 8/9/2021-1/31/2022

In order to effectively assist medical providers responding to the ongoing challenges of dealing with the Coronavirus outbreak, ACMS has decided to temporarily reestablish its expanded eligibility for Physician Vitality Program coverage to include these classes:

a) **All currently licensed** physicians, physician assistants, and nurse practitioners **practicing in Ada/Elmore Counties whether they are ACMS members or not.** These can be verified at

- <https://isecure.bom.idaho.gov/BOMPublic/LPRBrowser.aspx> (Physicians and Physician Assistants)
- <https://www.nursys.com/LQC/LQCTerms.aspx> (Nurse Practitioners - Designate APRN-CNP as License type and Idaho)

b) **All currently licensed** physicians, physician assistants, and nurse practitioners practicing in **ALL OF IDAHO if they are an Idaho Medical Association member.** These can be verified at

https://www.idmed.org/idaho/Idaho_Public/Physician_Finder/Idaho_Public/Physician_Finder/Search.aspx

Please mark on your billing the number of telehealth appointments provided which has been added to the billing form which is here: <https://www.adamedicalsociety.org/PVP-Demographics>. (This is also the link to our membership directory where you can verify ACMS membership for regularly eligible clinicians.)

For these expanded eligible classes of medical providers, we are **limiting the number of ACMS paid for sessions to (3) three delivered during this time period.** If you provided services under the prior expanded eligibility (March 2020-June 2021) to an individual, **that same person may return to you for a new set of 3 appointments,** assuming that they aren't already an ACMS members this year, in which case they would be eligible for 5 sessions.

For record keeping purposes **continue to use the same forms** that you have already been using. Obviously, the indication to clients that they must be an ACMS member does not apply but please indicate you have validated they belong to one of the two above classes

While the emphasis of this expansion is to help medical providers cope with the challenges of Coronavirus, we will not limit the reasons they may be approaching you for help. If you have any questions you may call Steven Reames on mobile (208) 409-7664 or email me or Dr. Abhilash Desai at (857) 265-6766.

The ending date of this expansion may be modified by future notice.