

**Ada County Medical Society Physician Vitality Program
INFORMED CONSENT TO TREAT**

The purpose of this document is to inform you of your rights and responsibilities in participating in Ada County Medical Society's Physician Vitality Program (PVP), as well as its policies. Please read it carefully and ask your therapist to explain anything you may not understand.

This form must be filled out for each new 12-month period (benefit year) in which a member seeks services.

It applies not only to native ACMS members, but members of other associations which have contracted through ACMS to access PVP services.

1. Confidentiality

All services are confidential within the therapist-member client relationship, protected by state and federal law. If the therapist needs to disclose any identifying information, such as for a referral, a written release signed by the member client will be obtained for the limited purpose specified. Limited handwritten and locally stored therapeutic notes will be kept by the therapist and retained under the standard requirements of Idaho law.

Therapists may use computer software or apps for record keeping purposes that may or may not include your name. Due to computer viruses, worms, hacking or human error, your name may be accidentally exposed beyond the therapists' intent or knowledge. This therapist may use the following encrypted or unencrypted electronic means where your name might be stored: scheduling software/calendar, saved consent-to-treat forms, telehealth software, email, etc.

In order to provide the highest quality services the treating therapist may consult with other PVP providers or the PVP Medical Director or its committee, when clinically indicated. However, during such consultations, names and other identifying information will not be disclosed without your express written or verbal consent.

Under certain circumstances the treating therapist may have to break confidentiality. It is required by Idaho state law that therapists act to prevent physical harm to yourself or others when there is "clear and imminent" danger. This would include reporting cases of ongoing child, elder, or disabled abuse to the appropriate authorities. Also, confidential information may be disclosed in the event of a medical emergency or when required to do so by a court subpoena.

In the event that a client member is, or appears to be, at risk of impairing patient safety, the therapist will ask the member to voluntarily refer themselves to the Physicians Recovery Network or Program for Recovering Nurses. Failure by the member to do so may be cause for the therapist to discontinue the client relationship at their discretion.

ACMS (and other contracting associations) will have no knowledge of which members have accessed these services by name: Billing for these services is made without names attached to appointments paid for. Contracted therapists are not allowed to communicate the identity of program participants to ACMS for any reason without the express consent of the member.

ACMS reserves the right to audit the records of therapists' service to client 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 Idaho area to allow for a high assurance of member anonymity.

_____ I understand that while my name will not be submitted or otherwise disclosed to ACMS, my name may be stored in some forms of electronic software by the therapist for necessary use.

_____ I understand this agreement entails the privacy practices this program operates under plus any other applicable Federal or State Laws provided to me by the therapist.

_____ I understand if I appear to my therapist to be impaired that they will recommend I sign up for PRN services operating under my licensing board and failure for me to do so is reason for them to discontinue therapy with me.

2. Services Provided

Accessing these services is completely voluntary and based solely on an eligible member's own initiative. Services may include individual or family therapeutic counseling, psychological evaluation or referrals.

- ACMS Members may access up to five (5) one-hour cost free appointments with our therapists during a single twelve-month period, beginning with the date of the first appointment and ending after 365 days. At the end of the 12-month period since the first appointment, the benefit year resets and upon the next appointment a new 12-month benefit period is started. There are currently no lifetime limits to utilization.
- Other associations may contract for a separate number of appointments per period with other limitations for its members.
- If ongoing therapy is desirable, the member may make separate payment arrangements with the therapist.

Members may utilize more than one of our therapists as part of this benefit based on preference, availability, treatment focus, or location up to the total allotted by the association under which the benefit is accessed. Benefits afforded because of dual membership in more than one association utilizing this service may not be combined. This does not, apply however, to organizations which might contract separately with any of the therapists, such as the UW residencies in Boise or separate EAP or insurance coverage.

_____ Services may include individual or family therapeutic counseling, psychological evaluation or referrals. If ongoing therapy is desirable, I agree to make separate payment arrangements with the therapist.

_____ I understand that I may utilize more than one of the contracted therapists as part of this benefit based on preference, availability, treatment focus, etc. and all appointments are counted towards my association's allotment.

_____ I understand that I can only use one qualifying association membership and its contracted limits during a 12-month period from the date of my first appointment.

3. Eligibility

In order to access services, program participants must be current with their qualifying association's membership dues at the time of making appointments. Therapists will take primary responsibility for verifying the eligibility of the member no later than the first appointment in a 12-

month benefit period using means defined by the contracting association which still provides member confidentiality.

This benefit is not applicable to member spouses, dependents, or domestic partners (unless a survivor of a deceased qualified member). However, if a therapist and/or member feel it is useful, these family members may be invited to sessions, with the approval of the therapist. The client of record will remain the qualifying member at all times.

_____ I certify that I am a current dues paying member of Ada County Medical Society, or another qualifying association, and that covered participation in these services is contingent upon that status.

4. Contracted Therapists

ACMS has selected several different psychotherapists based on their reputation, location, and professional courtesy in delivering these services to our members. Therapists are paid per hourly session at the rate of \$125. They include Doctoral Level Psychologists, Master's Level Licensed Clinical Professional Counselors, and master's Level Licensed Clinical Social Workers. Some have additional licensure as family and marriage or addiction therapists or have received national board certification. All must hold current relevant professional practice licenses in the State of Idaho and carry professional liability.

All therapists are independent contractors or employed by an independent contractor. As such, we do not directly supervise or control them and are not responsible for their acts or omissions.

_____ I understand that although ACMS has vetted the contracting therapists for general suitability, basic qualifications, and Idaho licensure to provide services, it does not independently verify all claims of therapists, nor do we guarantee their suitability for any issue for which an ACMS member may seek counsel. ACMS is not responsible for acts or omissions of therapists.

_____ I agree to release and hold harmless the Ada County Medical Society Officers, Board of Directors, Physician Vitality Committee members, employees, and volunteers, and any other contracting member associations from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, professional injury or property damage arising from participation in this program.

5. Missed or Late Cancellation of Appointments

Members who arrive late to scheduled appointments are subject to being limited to the hour reserved by the therapist's, based on their discretion and schedule, and will still count as one of the allotted appointments per year.

Missed appointments, without at least 24 hours' notice by the member, will be counted as one of the allotted appointments per year, but may only be billed at half the normal session rate by the therapist.

6. The Right to Continue or Discontinue Counseling

- You may request a change in the provider of counseling and referral to another therapist in the PVP. Referrals to resources or therapists outside of this program will not be covered by ACMS.

- You may discontinue counseling at any time, although notice of this is appreciated.
- You may continue your therapy after the allotted # of appointments during a one-year period understanding that you will make separate payments arrangements with the therapist. If you do so, you will need to sign a different informed consent form with different privacy and confidentiality practices.
- You may initiate another new 12-month benefit period with the same or different PVP contractor any time after 365 days since the first covered appointment.

7. Program Integration

These services will not be integrated into any mandated program by the State Board of Medicine, Physicians or Nurse’s Recovery Network, peer review boards, or other disciplinary efforts around licensure, credentialing, or employment. Also, this program may not be mandated by any employer or training program, although it may be offered for voluntary use.

8. Program Demographics

During each session, members will be asked to submit an anonymous form capturing demographics for ACMS and any contracting associations to evaluate this program. During the first appointment during each twelve-month period, demographics will be captured and reported with each appointment billed.

If you are transferring your counseling from another PVP therapist(s), please notify your new therapist of their name, how many sessions you’ve had with them under this program, and the date of the first appointment so that they are aware of you being in an existing 12-month benefit period.

Demographics will be submitted to ACMS; no individual program participants information is submitted. However, if the unique combination of your specialty, age, gender, employment, employer, county, etc. makes you feel identifiable, you can choose to obfuscate any detail other than medical society and county.

I agree to the terms outlined in this document to participate in and receive the services of the Ada County Medical Society Physician Vitality Program.

Member Name (Printed)		Therapist Name (Printed)	
Signature		Signature	
Date		Date	
Eligible Member Association	# of Appointments Allotted	First Appointment Date	