

**Ada County Medical Society
Physician Vitality Program
Informed Consent for Eligible Non-ACMS Members**

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 in which an eligible licensed medical clinician (“CLINICIAN” or “CLIENT”) seeks services.

1. Confidentiality

All services are confidential within the therapist-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 clinician will be obtained for the limited purpose specified. Limited handwritten and/or 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 (e.g. scheduling or consent-to-treat forms) that may 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 discloses use of the following electronic means where your name might be stored:

- Scheduling software/calendar
- Saved Consent-to-Treat Forms
- Telehealth software
- Any and all other _____

In order to provide the highest quality services, when clinically indicated, the treating therapist may consult with other PVP providers or the PVP Medical Director or its committee. However, during these consultations, names and other identifying information will not be disclosed without your express written 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 clinician is, or appears to be, at risk of impairing patient safety, the therapist will ask the clinician to voluntarily refer themselves to the Physicians Recovery Network or Program for Recovering Nurses. Failure to do so may be cause for the therapist to discontinue the client relationship at their discretion.

ACMS will have no knowledge of which clinicians 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 written consent of the clinician.

ACMS reserves the right to audit the records of therapists' service to ACMS under this contract without violating confidentiality of individual clinician 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 clinician 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.

2. Services Provided

Access to these services on completely voluntary and based solely on an eligible clinician's own initiative. Eligible clinicians may access up to three (3) one-hour appointments with our therapists during the temporary expansion period, based on the date of the first appointment. Services may include individual or family therapeutic counseling, psychological evaluation or referrals. If ongoing therapy is desirable, the clinician may make separate payment arrangements with the therapist.

Clinicians may utilize more than one of our therapists as part of this benefit based on preference, availability, treatment focus, etc. However, only a total of 3 one-hour sessions will be paid for by ACMS.

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. However, I understand that only a total of 3 one-hour sessions will be paid for by ACMS during the eligible period from the date of my first appointment.

3. Eligibility

In order to access services, program participants must be one of the following temporarily eligible classes:

a) a **currently licensed** physician, physician assistant, or nurse practitioner **practicing in Ada/Elmore Counties who is not a current ACMS**. 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) a **currently licensed** physician, physician assistant, or nurse practitioner practicing in **IDAHO (effective 4/6/20) 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?hkey=18f90109-32b9-434a-af90-2f6154131be8

Therapists will take primary responsibility for verifying the eligibility of the member before billing for the first session at the websites listed above.

This benefit is not applicable to member spouses, dependents, or domestic partners. 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 clinician at all times.

_____ I certify that I am belong to one of the eligible classes above 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, telehealth access, and professional courtesy in delivering these services to our clinicians. Therapists are paid per hourly session at the rate of \$125 or per half session at \$60. They include Doctoral Level Psychologists, Licensed Clinical Professional Counselors, and 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.

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

_____ I understand that although ACMS has vetted the contracting therapists for general suitability and basic qualifications to provide services, it does not independently verify credentials of therapists nor do we guarantee their suitability for any particular issue for which an clinician 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, 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 time reserved by the therapist's, based on their discretion and schedule, and will still count as one of the allotted appointments allowed.

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 covered 3 appointments during the eligible 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.

7. Program Integration

These services will not be integrated into ANY mandated program by the State Board of Medicine, Physicians Recovery Network, peer review boards, or other disciplinary efforts around licensure, credentialing or employment.

8. Program Demographics

During each session, clinicians will be asked to submit an anonymous form capturing demographics in order for ACMS to evaluate this program. In addition, if your employer is larger than 8 licensed clinicians, its name/location will also be captured. During the first appointment during each twelve-month period, demographics will be captured.

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.

Demographics will be aggregated with other monthly participants and submitted to ACMS; no individual program participants information is submitted. However, if the unique combination of your specialty, age, gender, employment, employer, etc. makes you feel identifiable, you can choose to not indicate your specialty.

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

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Clinician Name (Printed)	Therapist Name (Printed)
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Signature	Signature
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Date	Date