



Fairway Psychiatry  
Evan L. Jacobson, M.D.  
3801 PGA Blvd., Suite 600  
Palm Beach Gardens, FL 33410  
Phone 561-815-9791  
Email ejmdfairway@gmail.com

Document 4

## **Information Regarding HIPAA Policies and Handling of Protected Health Information (PHI)**

This document contains important information about Dr. Evan Jacobson's professional services and business policies and explains how he uses or discloses Protected Health Information (PHI) for treatment, payment and health care operations. The Health Insurance Portability and Accountability Act (HIPAA) requires your signature acknowledging that you have been provided with this information. Please review these documents carefully. Any questions that you have about the procedures can be discussed in your next session, or in subsequent sessions.

**Patient Responsibilities:** It is the patient's responsibility to inform Dr. Jacobson of any phone, address, and medical-related changes in order to ensure proper continuation of your appointments.

**Appointments:** A psychiatric evaluation will be performed at your initial Telehealth or In-Office appointment. By the end of the appointment Dr. Jacobson will provide an initial assessment, treatment recommendations and plans to achieve treatment goals. Appropriate appointment intervals will be established taking into account the goal of achieving and sustaining a remission of symptoms. All patients must be seen at a minimum of every two months to continue as a patient in the practice.

**Contact Information/After Hours Emergencies:** Dr. Jacobson provides every patient with his cell phone 561-815-9791. In order to maximize patient privacy, he will typically receive and return phone calls directly. Please contact Dr. Jacobson via his cell number with routine non-emergent matters during regular business hours, Monday-Friday 7am-4pm. He is available by phone 7 days a week and in the evening for emergent issues. Dr. Jacobson will not answer the phone when he is with a patient. In this event, please leave a voicemail and he will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are calling in the evening, please indicate how late you will be available to receive calls. If you will be difficult to reach, please indicate some times when you will be available. If emergent care is required prior to speaking with Dr. Jacobson, call 911 immediately or go to the nearest Emergency Room for evaluation and treatment. Dr. Jacobson does have e-mail but does not typically use e-mail to communicate. Communication by cell phone is preferable.

**Insurance:** Dr. Jacobson is a "fee-for-service" and "out-of-network" provider who has opted-out of Medicare and does not participate with any insurance policies. If you wish to seek reimbursement from insurance companies for treatment provided, he will provide you with a receipt that includes all appropriate codes and information for submittal. You may submit these directly to your insurance company and the insurance company will reimburse you directly. The insurance company may refuse to reimburse you for any part of or the entire fee



paid for your appointment. Phone appointments are available, however, insurance companies typically will not reimburse anything for this type of appointment.

**Please Initial—>** \_\_\_\_\_

**Cancellation Policy/Authorization to Leave Messages:** If you are unable to keep your appointment, 24 hour notice (one full business day) is required to avoid a cancellation charge. If Dr. Jacobson is unable to fill your appointment time, you will be charged the full appointment fee if cancellation occurs outside the 24 hour window. Dr. Jacobson will send an appointment confirmation via phone call or text message as a courtesy only to his patients, but it is the patient's responsibility to keep track and comply with scheduled appointments.

**Fees and Good Faith Estimate:** Dr. Jacobson accepts cash, check and credit cards. He may use Paypal, Zelle, Square or Clover for electronic financial transactions. The typical fees are \$450 for an initial evaluation/consultation (typically 90-120 minutes), \$350 for 40-45 min appointments, \$250 for 25-30 min appointments and \$190 for 15-20 minute appointments. Brief phone calls are not billed. Administrative tasks such as reviewing, preparing, and responding to documents are billed at a pro-rated rate. You have the right to receive a Good Faith Estimate explaining how much your medical care will cost as defined above. Under the law, health care providers need to give patients who are not using insurance an estimate of the bill for medical items and services.

—>You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency item or service.

—>Make sure your health care provider gives you access to a Good Faith Estimate at least 1 business day before your medical service or item. These are provided here and on [fairwaypsychiatry.com](http://fairwaypsychiatry.com) under insurance/fees. You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.

—>If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.

**Medical Records:** Dr. Jacobson keeps written therapy records for appointments. These are handwritten and stored in a physical file. Lab results, billing records, and other information outside of therapy notes may be stored electronically.

**Prescription Refills/Lost or Stolen Prescriptions:** Please request medication refills during regular business hours and call 5-7 days in advance for refills that require a hard-copy prescription. In the event of missed appointments and/or loss of a prescription, an administrative fee of \$15 may be charged to the patient's account for refill requests. The replacement of a controlled medication prescription is limited to one time per year per patient. If this happens repeatedly, Dr. Jacobson may refuse to fill the controlled substance medication going forward and you may have to transfer your care to another provider.

**Legal Proceedings:** It is Dr. Jacobson's preference to not compromise your treatment with concerns about possible legal ramifications of your work together. If you do become involved in legal proceedings that require his participation, you will be expected to pay for all of his professional time, including preparation and transportation costs, even if he is called to testify by another party. Because of the difficulty of legal involvement, Dr. Jacobson charges \$600 per hour for preparation and attendance ("portal to portal") at any legal proceeding. He requires



that such fees be paid in advance on a retainer basis. If his preparation for such testimony requires that he obtain his own counsel, he will bill these charges against your retainer as well.

**Please Initial—>** \_\_\_\_\_

***Limits of Confidentiality:*** *Dr. Jacobson adheres to strict confidentiality in accordance with federal laws, state laws, and HIPAA regulations. No information will be disclosed unless specifically authorized in writing by the patient or his/her guardian or under subpoena issued by a court. There are other situations that require advanced written consent provided below. Your signature on this agreement provides consent for those activities as follows:*

—>Dr. Jacobson may occasionally find it helpful to consult other health and mental health professionals about a case. During the consultation, he makes every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If there is no objection, Dr. Jacobson will not tell you about these consultations unless he feels that it is important in your work together. He may note these consultations in the clinical record which is called PHI (Protected Health Information).

—>Dr. Jacobson contracts with collection agencies for collection of past due accounts if necessary. As required by HIPAA, he will have a formal business associate contract with such business as they may commit to maintaining the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

—>Disclosures required by health insurer, pharmacies, laboratories (such as Quest or Labcorp, etc.), radiology or diagnostic facilities. There may be limited disclosures to credit card and/or financial service companies for the purpose of billing.

***The following are some situations where Dr. Jacobson is permitted or required to disclose information without either your consent or authorization:***

—>If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychiatrist-patient privilege law. Dr. Jacobson cannot provide such information without your (or your legal representative's) written authorization unless he receives a court order or a subpoena is served to him with appropriate notices. If he receives a subpoena or court order, you and your attorney may move to block, or "quash" the subpoena or have the judge rule whether the materials are legally needed or admissible in the court proceedings. In that case, Dr. Jacobson may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order Dr. Jacobson to disclose information.

—>If a government agency is requesting the information for health oversight activities, Dr. Jacobson may be required to provide it for them.

—>If a patient files a complaint or lawsuit against him, Dr. Jacobson may disclose relevant information regarding that patient to defend himself.

—>If a patient files a worker's compensation claim, Dr. Jacobson must, upon appropriate request, provide a copy of any mental health report.

***There are some situations in which Dr. Jacobson is legally obliged to take action that he believes is necessary to attempt to protect others from harm and he may have to reveal some information about a patient's treatment. These situations are unusual but may include:***

—>Dr. Jacobson has reason to suspect that a child is abused or neglected, the law requires that he files a report with the appropriate government agency, usually The Department of Social Services. Once such a report is filed, he may be required to provide additional information.

—>If Dr. Jacobson has reason to suspect that an adult is abused, neglected or exploited, the law requires that he report to The Department of Welfare or Social Services. Once such a report is filed, he may be required to provide additional information.



—>If a patient communicates a specific threat of immediate serious physical harm to himself or herself or to an identifiable potential victim, and Dr. Jacobson believes he/she has the intent and ability to carry out the threat, he is required to take protective actions. These actions may include notifying the potential victim or his/her guardian or contacting the police or seeking hospitalization for the patient.

—>Dr. Jacobson has a duty to report to the local Department of Health any HIV status/infection or potential infection to a romantic partner that the patient has identified.

**Changes to this Notice:** Dr. Evan L. Jacobson reserves the right to amend this notice at any time in the future and will make the new provisions available to all patients for all information that it maintains.

**While this written summary of exceptions to confidentiality should prove helpful in informing you about potential issues, it is important that any questions or concerns that you may have now or in the future are discussed with Dr. Jacobson. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice from an attorney is recommended.**

***By signing below, you certify that you have read, understand and agree to the terms in this consent document “Information Regarding Treatment Policies and Handling of Private Health Care Information”.***

**Name Printed** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_