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## **Informed Consent to Psychotherapy**

PLEASE READ CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION SO THAT YOU CAN UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

### **Psychotherapy Services**

Psychotherapy is a treatment that addresses psychological distress and problems in life. Psychotherapy, as I practice it, is a collaborative process. My intent is to build a relationship with you where you feel free to explore your thoughts, feelings, and behaviors (particularly those thoughts, feelings, and behaviors that may be causing you psychological distress, impeding progress in achieving your life goals, and/or getting in the way of your ability to find fulfillment and meaning in your life). Psychotherapy is not like visiting a medical doctor. To be most successful, you will have to work both during your sessions and at home. Psychotherapy has been shown to have clear and important benefits for those clients who follow through with it. To be truly successful, psychotherapy requires active participation by the client, both during and between sessions.

### **Risks & Benefits**

Psychotherapy has both benefits and risks. Given that therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness. Yet, psychotherapy has also been shown to result in important benefits for people who undertake it. It often leads to a significant reduction in feelings of distress, to better relationships, and to resolutions of specific problems. However, there are no guarantees about what will happen. It is possible that there will be no change, problems, or a disruptive change. For example, couples in conflict may decide to divorce. Children may become resistant to changes that you are making in your approach to parenting. Unexpected changes or results sometimes occur and cannot be predicted. In some cases, I would recommend that the client seek a medication consultation (with a psychiatrist or other medical doctor) to aid in the process of psychotherapy.

### **Appointments**

Aside from the initial intake session, which lasts for 40-45 minutes, psychotherapy sessions are 40 minutes in length. Sessions are held on a weekly, bi-weekly, or monthly basis. More frequent meetings may be arranged to facilitate more intensive work on deeper psychological issues or may be recommended in order to meet your particular needs. Once an appointment hour is scheduled, you will be expected to pay for the session unless you provide 24 hours advance notice of cancellation is provided.

### **Cancelation Policy**

Please be on time, and call 24 hours in advance when you are unable to keep your scheduled appointment. If you miss your appointment without providing 24 hour notice, you will be charged a \$25.00 fee unless extenuating circumstances are documented. If you have recurrent sessions and missed 2 consecutive sessions, the remaining recurrent sessions will be automatically cancelled.

**Fees and Financial Responsibilities**

Any coinsurance or copay is due from you at the time services are rendered. I accept cash, personal checks, and money orders. There will be a \$25 charge for any returned checks. My fees in psychotherapy/treatment are as below:

- Initial intake session (40-45 minutes): \$250.
- Individual therapy sessions (40-45 minutes): \$150.
- Individual therapy sessions (53+ minutes): \$200.
- Couple's and family therapy sessions (40-45 minutes): \$180.
- Writing an official report or assessment: \$200 per hour

My fee for depositions and court appearances is \$250.00 per hour and a minimum \$750.00 for a 3-hour time period that includes most typical appearances for court and/or deposition, travel time, waiting time prior to offering testimony, and file review prior to testifying. If I am asked to offer expert testimony either at a deposition or in court, I expect that my fee will be paid at least one week before my testimony. I will bill for any additional charges (such as if I am asked to remain for another half-day of testimony), and expect that any outstanding fees will be paid within 7 days. If I am asked to reserve time in my schedule for either a deposition or court appearance, I must receive a cancellation notice at least 72 hours (3 business days) in advance in order for my reserved time not to be billed to the responsible party. Such a policy is necessary, as I am typically canceling ongoing psychotherapy clients or other evaluations in order to make myself available for expert witness testimony.

All phone conversations or emails that require more than 20 minutes of my time are deemed to constitute a therapy session and will be billed at my standard applicable hourly rate (pro-rated, if necessary for actual amount of time spent). The charges may not be covered by your insurance company.

Even though a divorce decree might outline which parent is responsible for particular bills, the law states that in the case of medical and dental bills, the parent who either authorizes or schedules an appointment for a child is legally responsible for the bills. The parent who schedules the appointment is billed.

If your account is unpaid for over 30 days, and we have not agreed upon other arrangements for payment in full, I reserve the option to use a collection agency, small-claims court, or directly billing your credit card to collect my fee(s). If such action becomes necessary, the costs of this action, if any, will be added to the principal of the debt. You will be required to pay all costs of collection, including collection agency fees which are typically 40% to 50%, court costs, and reasonable attorney's fees. There is a \$5.00 monthly fee if you carry a balance without arranging a payment plan.

**Patients' Rights**

You have the right to end therapy at any time, for any reason. Because of the nature of the doctor-patient relationship, I can have no social contact with you outside of our therapy sessions, nor can I have any dual relationships with you. I cannot barter with you (exchange your professional services for mine). To protect your confidentiality as my client, if I should happen to see each other in public, I will not acknowledge you unless you acknowledge me first.

You also have a right to question any aspect of your treatment, and to expect, if requested, that I will provide you with a referral to another qualified therapist for adjunctive or alternative treatment. If your presenting problems and/or symptoms fall outside my areas of treatment expertise, you can expect that I will refer you to an appropriate professional for treatment you need.

You may need paperwork completed by me or you may choose to request a copy or summary of your clinical records. There is a fee for these services, which vary according to the documents needed and the time required to complete the request. All requests must be received 7 to 10 days in advance, and fees must be paid in full before written reports or documentation are prepared or submitted.

Please feel free to speak to me about any of the above policies if you have any questions or concerns.

### **Termination of Therapy**

The therapist may terminate treatment if payment is not timely, if prescriptions are not filled (such as seeking consultation, refraining from dangerous practices, coming to sessions sober, etc.), or if some problem emerges that is not within the scope of competence of the therapist. The usual minimal termination for an ongoing treatment process is four to ten sessions but a satisfying termination to long-term work may take a number of months.

### **Confidentiality**

Illinois laws and APA Ethics Code require therapists to maintain confidentiality except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. When threat to injure or kill oneself is communicated to the therapist.
3. If you are required to sign a release of confidential information by your medical insurance.
4. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. Think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together.
5. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist from others involved in your treatment process. Informed Consent for Dynamic Psychotherapy, p. 6
6. I may at times speak with professional colleagues about our work without asking permission, but your identity will be disguised.
7. My personal secretary and office manager have access to locked records but are legally charged with confidentiality.
8. Clients under 18 do not have full confidentiality from their parents.
9. It is also important to be aware of other potential limits to confidentiality that include the following: a) All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances; b) Most records are stored in locked files but some are stored in secured electronic devices; c) Cell phones, portable phones, faxes, and e-mails are used on some occasions; d) All electronic communication compromises your confidentiality.

### **Consent of minors**

I do not offer or provide services to minors (18 years or younger) without the permission of parent(s), court or the legal guardian. Illinois Confidentiality Law allows parents to receive following information: current physical and mental condition, diagnosis, treatment needs, services provided, and services needed, including medication if the minor (between age 12 and 18) is informed and does not

object or if the therapist does not find that there are compelling reasons for denying the access. The parent or guardian who is denied access by either the minor (between age 12 and 18) or the therapist may petition a court for access to the record.

**Special Situations: Separation, Divorce, and/or Custody Disputes**

If you are considering bringing your child to me for therapy, then I will always ask whether you are separated or divorced and whether a legal decision has been made about legal custody and physical custody of the child. Except in an emergency, if parents have joint legal custody (joint decision-making responsibilities on specific matters), then I contact the other parent and obtain their consent before I begin to see the child in therapy. In most states, this is a legal requirement - when parents have joint legal custody then both parents must consent to the treatment. Furthermore, in most circumstances having both parents involved in the child's therapy is beneficial to the child and their therapy. I also typically contact the other parent in situations in which one parent has sole legal custody of the child because it is beneficial to the child when both parents support the treatment. Of course, all situations are not the same and we will have an opportunity to talk about your specific family before I contact anyone else. If we are working together in therapy and you are involved in a divorce or custody dispute, I will not provide testimony in court on any subject other than your therapy. You must hire a different mental health professional for any evaluations you require. This position is based on the following: (1) My statements may be seen as biased in your favor because we have a therapy relationship; (2) most, or even all, of the information I have about you has been provided by you and I do not have independent information about parenting or custody; and (3) my testimony might affect our therapy relationship, and I must put this relationship first.

**Office Hours & Contacting Me**

My office hours are 10:00 am to 5:00 pm, Monday through Thursday. Occasional Friday and late evening hours are available by arrangement with me in advance. Due to my work schedule, I may not immediately be available by telephone. While I am usually in our office between 9:30 AM and 5:30 PM, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. If it is an emergency, please dial 911, or contact local suicide prevention and/or crisis intervention hotlines, or contact hospital Emergency Room.

**Your signature below acknowledges that**

- 1. you have read, understand, and agree to be bound by the content, terms, and conditions of this informed consent contract.**
- 2. you authorize *Dr. Jackie Jiang and Associates, LLC* to provide to your insurance company any information required for billing or authorizations for treatment or evaluations.**

Client's Name (Print)	Client's Name (Signature)	Date
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Guardian's Name (Print)	Guardian's Name (Signature)	Date
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