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**Informed Consent for General Forensic Psychological Evaluation**

This document contains important information about general forensic psychological evaluation services provided by Dr. Jackie Jiang & Associates, LLC. Please read this form carefully and ask any questions before signing.

This consent is for a general forensic psychological evaluation. A forensic evaluation is different from clinical psychological testing and psychotherapy. The purpose of a forensic evaluation is to provide psychological information, opinions, and/or recommendations for use in a legal, court-related, administrative, employment, disability, capacity, licensing, immigration, agency, attorney-requested, or other non-treatment context.

This form is not intended for child custody, parenting-time, custody-revision, or parental alienation. Those evaluations require a separate child custody/parenting-time informed consent and fee agreement.

**1. Referral Source**

This section is completed when the evaluation is requested, authorized, or paid for by an attorney, court, employer, agency, organization, administrative body, family member, or other third party.

Retaining / Requesting Party:

Name / Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

Address, if needed: \_\_\_\_\_

**2. Purpose/Type of Evaluation**

- Parenting Capacity
- Rule 215
- Anger management evaluation
- Fitness For Duty
- FMLA and FMLA second opinion
- FOID Card
- Group Home Placement
- Guardianship
- Capacity to manage estate
- Social Security Disability
- Rehabilitation
- Surrogacy/Adoption
- Immigration
- work-product review
- Other forensic evaluation: \_\_\_\_\_

**3. Role of the Evaluator**

In a forensic evaluation, the evaluator's role is to provide an objective professional opinion based on the information available. The evaluator is not acting as your treating clinician, therapist, advocate, legal representative, mediator, case manager, or consultant. This evaluation is not intended to provide psychotherapy, crisis intervention, legal advice, or ongoing clinical treatment.

The results of the evaluation may or may not support your position, preferences, legal claim, employment status, disability claim, license application, administrative request, immigration matter, placement request, capacity position, or other desired outcome. The evaluator cannot guarantee any legal, employment, administrative, disability, immigration, licensing, placement,

guardianship, capacity, agency, or court outcome. Final decisions are made by the court, agency, employer, administrative body, licensing authority, attorney, or other decision-maker, not by the evaluator.

The evaluator retains the right to include professional opinions, diagnostic impressions, limitations, and recommendations that the evaluator believes most accurately reflect the available information and evaluation findings.

#### **4. Evaluation Process**

The evaluation may include one or more interviews, psychological testing, review of records, collateral contacts, behavioral observations, and other procedures considered relevant to the referral question. The length and structure of the evaluation may vary depending on the purpose of the evaluation, the complexity of the issues, the amount of information provided, the records to be reviewed, and the evaluator's professional judgment.

Interviews may take several hours and may occur across more than one appointment. Psychological testing, when used, may take several additional hours. The evaluator may review records such as court documents, legal pleadings, depositions, transcripts, medical records, mental health records, school records, employment records, prior evaluations, police reports, agency records, collateral statements, or other materials relevant to the referral question.

The evaluator may request additional records, interviews, testing, collateral information, or clarification if needed to complete the evaluation appropriately. If requested information is not provided, the evaluator may complete the evaluation based on the available information, identify limitations in the report, or determine that the evaluation cannot be completed adequately.

For records review, work-product review, or forensic consultation matters, the service may involve review of documents or materials only, without a direct interview, testing, or examinee consent, depending on the referral arrangement and applicable law.

#### **5. Collateral Information**

The evaluator may contact collateral sources or review collateral information when relevant and authorized or legally permitted. Collateral sources may include attorneys, physicians, therapists, employers, agencies, schools, family members, caseworkers, probation/parole officers, teachers, prior evaluators, or other individuals or entities with relevant information.

Information provided by collateral sources may be summarized, quoted, relied upon, or otherwise referenced in the evaluator's opinions or report, unless restricted by law, court order, referral agreement, or professional judgment. Collateral sources should not expect that information they provide will remain confidential from the retaining party, court, agency, employer, attorney, or other authorized recipient.

#### **6. Accuracy, Effort, and Validity**

You are expected to answer questions honestly, provide accurate information, and put forth good effort during all interviews and testing procedures. Many psychological tests include

validity indicators designed to assess effort, consistency, symptom exaggeration, minimization, inaccurate reporting, or other response patterns that may affect interpretation.

Poor effort, inconsistent responding, exaggeration, minimization, refusal to answer relevant questions, failure to provide requested information, or inaccurate reporting may limit or invalidate the evaluation results. These issues may be documented in the report if they affect the evaluator's findings or opinions.

## **7. Voluntary Participation and Possible Consequences**

Your participation in this evaluation is voluntary unless otherwise required by court order, employment requirement, administrative process, legal agreement, agency requirement, or another external requirement. The evaluator will not conduct the evaluation without appropriate signed consent.

You have the right to stop the evaluation at any time. However, because this is a forensic evaluation, stopping the evaluation, refusing to participate, failing to attend appointments, failing to provide requested information, or declining to complete testing may have legal, employment, administrative, licensing, disability, immigration, placement, or other consequences. You may wish to consult with your attorney, employer, referring agency, or other appropriate advisor before stopping or refusing to participate in the evaluation.

If an appointment is missed or canceled without adequate notice, charges may apply according to the fee agreement or office policy.

## **8. Confidentiality and Limits of Confidentiality**

A forensic evaluation does not have the same confidentiality protections as psychotherapy or routine clinical treatment. In most forensic evaluations, the evaluation is being conducted for use by a court, attorney, employer, agency, administrative body, licensing authority, or other requesting party. The confidentiality, release, and use of the evaluation are determined by the nature of the referral, applicable law, court rules, contractual agreements, signed authorizations, and/or the instructions of the retaining party.

If the evaluation is requested by your attorney, the attorney may receive the report and may control how the report is used, subject to applicable law, privilege, work-product rules, court rules, and legal strategy. The evaluator does not provide legal advice and cannot guarantee how privilege, confidentiality, discovery, or admissibility rules will apply in your case. You should discuss those issues with your attorney.

If the evaluation is requested by a court, employer, agency, licensing authority, administrative body, third-party payer, opposing party, or another non-attorney requesting party, that party may have authority to receive the report and control how the report is used, depending on the referral arrangement, court order, signed authorization, and applicable law.

Information obtained during the evaluation, including interview statements, test results, records reviewed, collateral information, notes, communications, and the written report, may be disclosed to the retaining party, court, attorneys, agency, employer, licensing authority,

administrative body, or other authorized recipients as permitted or required by law, court order, signed release, referral agreement, or the terms of this evaluation.

Limits to confidentiality include, but are not limited to, suspected child abuse, elder abuse, or dependent adult abuse; serious threat of harm to self or others; court orders; legally enforceable subpoenas; testimony in deposition, hearing, or trial; professional consultation when appropriate; billing or collection matters; and other disclosures permitted or required by law.

If the evaluation becomes part of a legal, employment, administrative, licensing, disability, immigration, agency, or court-related process, the report and related materials may be subject to subpoena, discovery, cross-examination, review by opposing counsel, review by the court, review by an agency or administrative body, or use in legal proceedings. Once forensic information is released or used in a legal, administrative, or agency process, the evaluator cannot control how other parties use, interpret, file, distribute, or challenge the information.

Applicable law, confidentiality rules, privilege, report release, subpoena response, and record-access rules may vary depending on the jurisdiction, location of the evaluation, referral source, court order, agency/employer requirements, and nature of the legal or administrative matter.

## **9. Conflict of Interest / Prior Relationship**

The examinee and retaining/requesting party should disclose any prior or current personal, professional, treatment, business, or legal relationship with the evaluator or the practice. If a potential conflict of interest or role conflict is identified before or during the evaluation, the evaluator may decline, pause, limit, or terminate the evaluation and may document the reason as appropriate.

## **10. Reports, Records, and Feedback**

The evaluator may prepare a written report of findings, opinions, diagnostic impressions, limitations, and recommendations, depending on the referral question, referral arrangement, available information, and terms of the evaluation.

The report will be released according to the referral arrangement, court order, signed authorization, legal requirement, agency/employer/attorney request, or instructions of the retaining party. In some evaluations, the report may be released directly to the requesting or retaining party, such as an attorney, court, agency, employer, administrative body, or other authorized referral source. The examinee may or may not receive a copy of the report directly, depending on who requested the evaluation, who is paying for the evaluation, the purpose of the evaluation, the referral agreement, signed authorizations, applicable law, and any court or agency requirements.

A feedback or results meeting is not automatically included in every forensic evaluation. A feedback or results meeting may be offered only when appropriate and permitted by the referral arrangement, retaining party, court order, signed authorization, agency/employer requirements, or applicable law. In some forensic evaluations, including some agency-referred, employer-referred, court-related, or attorney-requested evaluations, the report may be sent directly to the referral source and no results session will be provided to the examinee.

The evaluator maintains records according to applicable professional, legal, ethical, and office recordkeeping requirements. Psychological test materials, raw test data, scoring materials, evaluator notes, and other evaluation records may be subject to additional restrictions under professional standards, copyright restrictions, test-security requirements, court rules, referral agreements, and applicable law.

### **11. Communications With Referral Sources, Attorneys, Courts, Agencies, and Other Parties**

The evaluator may communicate with the retaining/requesting party, attorneys, courts, agencies, employers, administrative bodies, or other authorized parties as permitted by the referral arrangement, court order, signed authorization, applicable law, or professional standards. In court-related or multi-party matters, the evaluator may limit unilateral communications when necessary to preserve neutrality, comply with court rules, or avoid the appearance of improper ex parte communication. The evaluator may require communications to occur in writing or with notice to appropriate parties when clinically, legally, or ethically appropriate.

### **12. Minors or Adults With Questioned Capacity**

If the examinee is a minor or an adult whose decision-making capacity is in question, consent may be required from a parent, legal guardian, court-appointed representative, power of attorney, or other legally authorized person. When appropriate, the evaluator will also seek the examinee's assent or cooperation and will explain the purpose and limits of the evaluation in a manner appropriate to the examinee's age, developmental level, and cognitive functioning.

### **13. Additional Forms or Requirements**

Depending on the referral question, additional written consent, authorization, release of information, court order, agency form, employer form, fee agreement, or service-specific addendum may be required before the evaluation begins, before records are reviewed, before collateral sources are contacted, or before a report is released.

### **14. Fees and Payment**

Fees for forensic psychological evaluation services are based on the type of evaluation requested, the referral question, the expected scope of work, the amount of record review required, the need for psychological testing, the need for collateral contact, report requirements, and whether testimony or court-related services are requested.

The office maintains a current forensic fee schedule for internal billing and quoting purposes. The applicable fee for this evaluation may be provided through a case-specific quote, written estimate, retainer agreement, invoice, agency agreement, court order, or other written fee arrangement. The full forensic fee schedule does not need to be provided when only one specific evaluation or service is being requested.

Fees may include, but are not limited to, interview time, psychological testing, scoring, interpretation, report writing, record review, collateral contacts, phone calls, emails, preparation

time, consultation with attorneys or other authorized parties, travel time, deposition, testimony, court appearances, subpoena response, and other work related to the evaluation.

Some evaluations include a defined amount of record review in the quoted fee. If the volume of records exceeds the amount included in the quoted fee, additional record-review fees may apply. Additional record-review fees may be billed hourly, by tiered page-volume schedule, by flat-fee quote, or by another written fee arrangement approved before the additional review is completed.

Fees are payable according to the case-specific quote, retainer agreement, agency agreement, court order, invoice terms, or written fee arrangement. If a retainer or prepayment is required, the evaluation, records review, report writing, or other work may not begin or may be delayed until payment has been received.

The evaluator may delay scheduling, records review, report preparation, report release, testimony, or other work product if required fees have not been paid, unless prohibited by court order or applicable law.

### 15. Acknowledgment and Consent

By signing below, I acknowledge that I have read and understand this informed consent for general forensic psychological evaluation, including the fee and payment provisions described above. I understand that this is not psychotherapy, clinical treatment, legal advice, mediation, advocacy, or a confidential treating relationship. I understand that the results of this evaluation may be used in a legal, employment, administrative, licensing, disability, immigration, agency, or other non-treatment context and may not support my preferred outcome. I have had the opportunity to ask questions before signing. I understand that I may not receive a copy of the report directly and that a feedback/results session is not automatically included. I understand that the report may be released directly to the retaining/requesting party, agency, employer, attorney, court, administrative body, or other authorized recipient depending on the referral arrangement, court order, signed authorization, applicable law, or payment/referral agreement.

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Client/Examinee Name (print)	Signature	Date
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Legal Guardian/Authorized Representative Name (print)	Signature	Date
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Authorized Payer Name and Title (print)	Signature	Date
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Entity / Organization, if applicable: \_\_\_\_\_

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Zhujun "Jackie" Jiang, PsyD Clinical and Forensic Psychologist Licensed in Illinois and Iowa	Date
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