

Kate Donnelly, LICSW

Practice address: 34 Pleasant Street, Morrisville, VT | Mailing address: PO Box 394, Hyde Park, VT 05655
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PSYCHOTHERAPY SERVICES AGREEMENT & CONSENT TO TREATMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read this document carefully and note any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

MY CREDENTIALS

I have received a Master of Social Work degree from New York University, Silver School of Social Work. I am a Licensed Independent Clinical Social Worker (LICSW) in the state of Vermont (License # 089-0076013). I am professionally affiliated with the National Association of Social Workers (NASW). I abide by the NASW code of ethics as well as the Vermont Secretary of State standard of professional conduct.

I am trained in a variety of treatment modalities including, but not limited to: Psychodynamic psychotherapy, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Short Term Solution-Focused Treatment, Family Systems Therapy, Trauma-Informed treatment, and the trauma resolution method, Progressive Counting.

My training and experience provide me with a strong professional foundation that allows me to be flexible in my approach, and meet the unique needs of each individual that I work with. I have had success supporting clients in reaching a variety of goals. Most notably, building the skills and self-worth necessary to better manage challenges associated with depression, anxiety, trauma history, emotional dysregulation, impulsivity, self-harming behaviors, interpersonal challenges, and life adjustments. I work with individuals ages eight and older. I work with individuals, couples, and families.

ABOUT THERAPY

I am trained in a range of therapeutic theories and treatments. I believe strongly in shaping my approach to meet the needs and goals of each individual. Therefore, I may use a variety of methods to support you in your process. There are many ingredients that, together, can produce a positive experience in therapy, but there are two that I consider absolutely essential: a strong therapeutic relationship between therapist and client and a strong commitment to therapy.

Your chances for experiencing success in therapy increase when you feel comfortable with and confident in the therapist you are working with. If, at any time, you have questions or concerns regarding my approach or capabilities, I strongly encourage you to communicate with me. If your concerns persist, I will be happy to help you set up a meeting with another mental health professional.

Psychotherapy calls for an active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about, both during our sessions and at home.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you

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feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select.

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience.

THE BENEFITS AND RISKS OF THERAPY

Psychotherapy has both benefits and risks. The process of psychotherapy often requires discussing challenging aspects of your life. This process can create risks including the experience of uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. However, psychotherapy has been shown to have significant benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. While significant change is possible, there are no guarantees about what will occur, or that therapeutic goals will be met.

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. Please note that you may ask questions about your privacy protection at any time.

PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 13 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also, Notice of Privacy Practices), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

APPOINTMENTS AND CANCELLATION POLICY

Appointments will ordinarily be 45-55 minutes in duration, the frequency of appointments will be decided jointly by clinician and client based on the identified treatment plan. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. **If you miss a session without canceling, or cancel with less than 24-hour notice, you may be charged for that time, up to the full hourly rate.** It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the determined fee. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time. If you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The standard fee for the initial intake is \$130.00 and each subsequent session is \$125.00. The regular session fee for a couple or family session is \$125.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash; I am not able to process credit card charges as payment. Any checks returned to my office are subject to an additional fee of up to

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\$25.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. In addition to scheduled appointments, it is my practice to charge the applicable fee on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-IV. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the client. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, an out-of-pocket amount, that must be paid by the client before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you

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always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

At this time, I partner with a company that manages and submits my insurance claims electronically. The company that I utilize is subject to all HIPAA standards and regulations and is HIPAA compliant. In order to submit claims it is often necessary to submit information about your care similar to that requested by insurance companies, such as type and dates of service. By signing this Agreement, you agree that I can provide requested information to this third party vendor, if you plan to pay with insurance.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONTACTING ME

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact Lamoille Community Connections, Emergency Services, (802) 888-4914 2) go to your Local Hospital Emergency Room, or 3) call 911. I will make every attempt to inform you in advance of planned absences.

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CONSENT TO TREATMENT AGREEMENT

I acknowledge that I have received, have read (or have had read to me), and understand the Psychotherapy Services Agreement & Consent to Treat, Notice of Privacy Practices, and disclosure of Vermont State Statutes, regarding the therapy I am considering. I have had all my questions answered fully.

I do hereby seek and consent to take part in the treatment by the therapist named below. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.

I am aware that I may stop my treatment with this therapist at any time. In the event of terminating services, I understand that I will be responsible for paying for the services that I have already received.

I know that I must call to cancel an appointment at least 24 hours before the time of the appointment. If I do not attend a scheduled session, I may be charged a fee up to that of the hourly rate for my session.

I am aware that an agent of my insurance company, other third-party payer, agent of a third-party billing service, or other third-party provider may be given information about the type(s), cost(s), date(s), and providers of any services or treatments I receive for the purposes of treatment, payment, and healthcare operations. I understand that if payment for the services I receive here is not made, the therapist may stop my treatment.

My signature below shows that I understand and agree with all of these statements.

_____ Signature of client (or person acting for client)	_____ Date
_____ Printed name	_____ Relationship to client (if necessary)

I, the therapist, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

_____ Signature of therapist	_____ Date
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- Copy accepted by client
- Copy kept by therapist

This is a strictly confidential client medical record. Rediscovery or transfer is expressly prohibited by law.

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NOTICE OF PRIVACY PRACTICES

This notice describes how clinical and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

1. Uses and Disclosures for Treatment, Payment, and Health Care Operations

- a. I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:
 - i. **“PHI”** refers to information in your health record that could identify you.
 - ii. **“Treatment, Payment and Health Care Operations”** Treatment is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychotherapist. Payment is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
 - iii. **“Use”** applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
 - iv. **“Disclosure”** applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

2. Uses and Disclosures Requiring Authorization

- a. I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. As a general rule, I do not release my personal Psychotherapy Notes. “Psychotherapy Notes” are notes I have made about our conversation during a private, group, couple’s, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.
- b. You may revoke the authorization for release of your PHI at any time, provided the revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

3. Uses and Disclosures with Neither Consent nor Authorization

- a. I may use or disclose PHI without your consent or authorization in the following circumstances:
 - i. Child Abuse – If I have reasonable cause to believe that a child has been abused, I must report that belief to the appropriate authority.
 - ii. Adult and Domestic Abuse – If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that belief to the appropriate authority.
 - iii. Health Oversight Activities – If I am the subject of an inquiry by my licensing board, I may be required

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to disclose protected health information regarding you in proceedings before the Board. I will attempt to inform you and explain what has to be revealed.

- iv. Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- v. Serious Threat to Health or Safety – If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- vi. Worker’s Compensation – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker’s compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

4. Your Rights and My Duties

a. Your Rights:

- i. Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- ii. Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will not leave messages for you on your home answering machine, as long as I have an alternative way of contacting you.)
- iii. Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- iv. Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- v. Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- vi. Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

5. My Duties:

- a. I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- b. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- c. If I revise my policies and procedures, I will discuss these changes with you during a session.

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VERMONT STATE STATUTES

Each licensed clinical social worker who provides psychotherapy services shall disclose to each client the following information, printed or typed in easily readable format:

- (1) The licensed clinical social worker's professional qualifications and experience, including (A) all relevant graduate programs attended and all graduate degrees and certificates earned, including the full legal name of the granting institution, and (B) a brief description of any special qualifications and areas of practice.
- (2) A copy of the statutory definition of unprofessional conduct (26 V.S.A. ' 3210).
- (3) Information on the process for filing a complaint with, or making a consumer inquiry to, the Director.

The Vermont Statutes

Title 3: Executive

Chapter 5: SECRETARY OF STATE

3 V.S.A. § 129a. Unprofessional conduct

§ 129a. Unprofessional conduct

(a) In addition to any other provision of law, the following conduct by a licensee constitutes unprofessional conduct. When that conduct is by an applicant or person who later becomes an applicant, it may constitute grounds for denial of a license or other disciplinary action. Any one of the following items, or any combination of items, whether or not the conduct at issue was committed within or outside the state, shall constitute unprofessional conduct:

- (1) Fraudulent or deceptive procurement or use of a license.
- (2) Advertising that is intended or has a tendency to deceive.
- (3) Failing to comply with provisions of federal or state statutes or rules governing the practice of the profession.
- (4) Failing to comply with an order of the board or violating any term or condition of a license restricted by the board.
- (5) Practicing the profession when medically or psychologically unfit to do so.
- (6) Delegating professional responsibilities to a person whom the licensed professional knows, or has reason to know, is not qualified by training, experience, education, or licensing credentials to perform them, or knowingly providing professional supervision or serving as a preceptor to a person who has not been licensed or registered as required by the laws of that person's profession.
- (7) Willfully making or filing false reports or records in the practice of the profession; willfully impeding or obstructing the proper making or filing of reports or records or willfully failing to file the proper reports or records.
- (8) Failing to make available promptly to a person using professional health care services, that person's representative, succeeding health care professionals or institutions, upon written request and direction of the person using professional health care services, copies of that person's records in the possession or under the control of the licensed practitioner.
- (9) Failing to retain client records for a period of seven years, unless laws specific to the profession allow for a shorter retention period. When other laws or agency rules require retention for a longer period of time, the longer retention period shall apply.
- (10) Conviction of a crime related to the practice of the profession or conviction of a felony, whether or not related to the practice of the profession.
- (11) Failing to report to the office a conviction of any felony or any offense related to the practice of the profession in a Vermont district court, a Vermont superior court, a federal court, or a court outside Vermont within 30 days.
- (12) Exercising undue influence on or taking improper advantage of a person using professional services, or promoting the sale of services or goods in a manner which exploits a person for the financial gain of the practitioner or a third party.

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(13) Performing treatments or providing services which the licensee is not qualified to perform or which are beyond the scope of the licensee's education, training, capabilities, experience, or scope of practice.

(14) Failing to report to the office within 30 days a change of name or address.

(15) Failing to exercise independent professional judgment in the performance of licensed activities when that judgment is necessary to avoid action repugnant to the obligations of the profession.

(b) Failure to practice competently by reason of any cause on a single occasion or on multiple occasions may constitute unprofessional conduct, whether actual injury to a client, patient, or customer has occurred. Failure to practice competently includes:

(1) performance of unsafe or unacceptable patient or client care; or

(2) failure to conform to the essential standards of acceptable and prevailing practice.

(c) The burden of proof in a disciplinary action shall be on the state to show by a preponderance of the evidence that the person has engaged in unprofessional conduct.

(d) After hearing, and upon a finding of unprofessional conduct, a board or an administrative law officer may take disciplinary action against a licensee or applicant, including imposing an administrative penalty not to exceed \$1,000.00 for each unprofessional conduct violation. Any money received under this subsection shall be deposited in the professional regulatory fee fund established in section 124 of this title for the purpose of providing education and training for board members and advisor appointees. The director shall detail in the annual report receipts and expenses from money received under this subsection.

(e) In the case where a standard of unprofessional conduct as set forth in this section conflicts with a standard set forth in a specific board's statute or rule, the standard that is most protective of the public shall govern. (Added 1997, No. 40, § 5; amended 2001, No. 151 (Adj. Sess.), § 2, eff. June 27, 2002; 2003, No. 60, § 2; 2005, No. 27, § 5; 2005, No. 148 (Adj. Sess.), § 4; 2009, No. 35, § 2; 2011, No. 66, § 3, eff. June 1, 2011.)

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PROCESS OF FILING A PROFESSIONAL COMPLAINT

Vermont Secretary of State | Office of Professional Regulation
National Life Building, North, FL2
Montpelier, Vermont 05620-3402
(802) 828-1505

What Happens After a Disciplinary Complaint is Filed?

1. Upon receipt of a complaint, the Case Manager will review the complaint to first determine if:
 - the professional activity requires a person to be licensed, certified, or registered;
 - the person being complained about is licensed, certified, or registered; and
 - the complaint could be considered unprofessional conduct based on the laws and rules related to the profession.
2. If any of the three criteria above are not met, the complainant will be notified that this is not within the jurisdiction of the regulating body.
3. If the three criteria are met, a case is opened and a number is assigned. This number will appear on all correspondence sent from this office about the complaint. If you contact this Office, please refer to your case file number.
4. A letter will be sent to the complainant indicating that the Office has received the complaint and has opened a case.
5. A letter will be sent to the licensee (we refer to the licensee as the “respondent”) indicating a complaint has been made. A copy of the complaint information will also be sent to the respondent.
6. The case will be assigned to an investigative team. The team is made up of:
 - a case manager
 - a staff investigator, and
 - board member or advisorThe team may also include a prosecuting attorney.
7. The complainant and respondent will be contacted by an investigator. Other people with knowledge of the complaint may also be contacted. The investigator will obtain copies of written documentation, and records relevant to the complaint.
8. The team will then review the investigator’s findings and prepare a recommendation. If the recommendation is to close the case without disciplinary action, it is submitted to the board or the Director. If the recommendation is to pursue disciplinary action, the Prosecuting Attorney will prepare formal charges.
9. The investigatory process above usually takes between 6 to 9 months to complete. If a decision is made to pursue discipline through formal charges and a hearing, this process can take an additional 5 to 10 months depending on the complexity of the case.
10. Although hearings and disciplinary actions are public, the investigative process is entirely confidential. If the decision is to pursue disciplinary action against the respondent, however, the names of the persons involved may become public. If the decision is to close the investigation without disciplinary action, the complaint and information collected will remain confidential.
11. Complaint investigations focus on licensure and fitness of the licensee to practice. Disciplinary action, when warranted, ranges from warning to revocation of license, based on the violations and circumstances. From this process, a complainant should not expect a return of fees paid or additional unpaid services as a result. If you seek restitution of this nature, consider consulting with the Consumer Protection Division of the Office of the Attorney General, seeing an attorney, or filing a case in Small Claims court.
12. At any time if you have questions you should feel free to contact the Case Manager assigned to your case.