



Amy Kessler LCSW PLLC  
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## **Policies and Procedures**

### **Introduction**

You are choosing Amy Kessler LCSW PLLC (referred to here as the “**Practice**”) for psychotherapy services. The Practice wants you to understand our policies and procedures to enhance the highly personal relationship we will have. Please let us know if you have any thoughts or questions.

### **Contact Hours and Contact Information**

- Contact hours are generally Monday - Thursday, 9am to 3pm.
- We primarily operate remotely, with sessions held by videoconferencing. In-person sessions are available in limited circumstances.
- Phone: 917-275-7316

### **The Therapeutic Process**

Our services may include the assessment, and treatment of mental, social, and emotional concerns. We employ various therapeutic modalities, including psychotherapy, or “talk therapy,” which involves talking about your thoughts and feelings and the things in your life that trouble you. While the process may at times result in emotional discomfort, the goal is to help you identify tools to alleviate or manage your concerns. We cannot promise any outcomes, but we will work to understand and support you.

### **Qualifications, License Status, and Complaints**

- Amy Kessler is a licensed clinical social worker, licensed to practice psychotherapy independently in New York.
- Amy’s license number is 099195.
- The license status of all New York licensees can be found on the New York State Education Department, Office of Professions website here:  
<http://www.op.nysed.gov/opsearches.htm>
- You have the right to file a complaint with the State Education Department about a licensed professional or an unlicensed practitioner.

## **Communication**

- You may request a copy of any document we provide you by email or on paper.
- We will send letters to the mailing address you provide unless you request otherwise. You must keep your address up to date in the client portal on SimplePractice (the “Portal”).
- Send all electronic messages through the Portal.
- Messages are generally checked once every workday for urgent requests.
- We typically respond within 72 business hours.
- Non-urgent matters will be addressed in your next session.
- More information can be found in the Consent to Telehealth.

## **Billing and Payments**

- Fees may change periodically. You will be notified three months in advance.
- You will be billed before or after each session through SimplePractice, or your card will be charged automatically, depending on your payment method.
- You can view your invoice in the Portal and request a monthly statement or superbill for insurance reimbursement.
- Billing invoices, receipts and charges listed on your accounts can demonstrate that you receive mental health treatment to others who have access to your accounts. Please talk to your therapist about your concerns and preferences.
- While the content of sessions is confidential (subject to our Privacy Policies), if someone else (e.g., a parent or partner) pays for your treatment, information about our services may appear on their bank, credit card, or insurance statements.
- Keep your billing information updated in the Portal.
- You are responsible for understanding your insurance policy and verifying what services are covered. For instance, some plans limit therapy sessions.
- If your insurance only covers a set number of sessions, inform your therapist as soon as possible to discuss options when benefits end.
- The Practice cannot guarantee insurance reimbursement.
- You are responsible for the full balance for services provided, regardless of whether you are reimbursed by your insurance company.
- If fees are unpaid for 14 days, the Practice may suspend or terminate services.

## **Cancellations**

- There is no charge for sessions cancelled 48 hours or more before the session.
- Outside of emergency situations, you will be charged the full fee for sessions cancelled within 48 hours of the session. Depending on your billing method, you may receive a bill or your credit card may be charged automatically.
- If you do not appear for a scheduled session or contact your therapist within 15 minutes of the start time, it will be considered a “No Show” and your therapist will leave the session, and you will be billed or charged the full session fee, unless there was an emergency.

- Generally, sessions will end at the originally scheduled time, regardless of when they start, and you will be charged the full fee.
- Your therapist may allow rescheduling within the same week without a cancellation fee, depending on availability.
- If you miss your regular session for two or more consecutive weeks, your therapist may offer your time slot to another client.

### **Leaving the State**

- You stated that you are a resident of New York.
- Notify your therapist as far in advance as possible if you will not be in New York at the time of your session.
- If you do not give at least 48 hours' notice, and the session cannot happen due to your location outside of the state, you will be charged a cancellation fee.
- Notify your therapist if you plan to move out of New York.

### **Emergencies and Urgent Matters**

- We cannot provide emergency services. If appropriate, we will discuss your options for when an emergency arises. In case of a psychiatric emergency, you may call 988 or go to the nearest emergency room. The treating therapist should be given our contact information so we can connect.
- For urgent matters, call us or message us through the Portal with your availability, and your therapist will try to accommodate you.
- Generally, we do not have the capacity to meet with you in between regularly scheduled sessions.
- You will be billed for time spent on your case outside of a regularly scheduled session. Generally, we bill for our time when we work on your case for longer than 15 minutes.
- If we do not hear from you for a reasonable amount of time, we may contact the person you identified as an emergency contact. We will identify as your therapist and ask about your well-being. No other information will be provided unless appropriate. You can learn more in our Notice of Privacy Practices.

### **Use and Disclosure of Your Information**

- Information about psychotherapy is almost always kept confidential by the Practice and not revealed to others without your consent.
- However, it is sometimes helpful or required for us to release information about your health without your express authorization.
- When it comes to your health information, you have rights.
- More information can be found in the Practice's Notice of Privacy Practices.

## **Evaluations, Reports, Letters, and Forms**

- Our role is therapeutic and not evaluative.
- Requests for evaluations, reports, letters, or forms will be reviewed case by case, but we cannot guarantee approval.
- We cannot provide forensic opinions that require any form of legal conclusion, for instance, regarding eligibility for disability benefits or opinions related to emotional support animals, child custody, divorce, personal injury, or criminal matters.
- Any information we provide on your behalf will depend on the circumstances and be limited to factual data, our notes, a summary of your treatment, and opinions exclusively about your therapeutic diagnosis and prognosis.
- Document preparation and form completion are billed at \$75 per 15 minutes.

## **Legal Proceedings**

- If asked to testify in court, we will carefully review the request, considering your best interest and legal requirements.
- We cannot guarantee our participation until we evaluate the request.
- We generally do not testify unless legally required.
- If involved in a legal proceeding, we may only provide records or a treatment summary to a court-appointed evaluator, attorneys, or a judge, as required by law or with your permission.
- For legal proceedings, hearings, and consultations with lawyers, we bill \$750 per hour, including preparation, participation, and travel. Travel and lodging costs will also be billed.

## **Social Media and Public Interactions**

- For privacy and ethical reasons, your therapist will not accept social media friend requests on personal accounts.
- Your therapist will not approach you in public and will wait for you to acknowledge them first. They will not discuss your health information in public.

## **Alternate Coverage and Therapist's Emergencies**

- If your therapist is unavailable (e.g., on vacation), another therapist may be on call if needed. When possible, this will be discussed in advance.
- If your therapist is unable to continue services due to death or incapacitation, a licensed mental health provider will step in. This person may access your records and contact you to:
  - inform you of the situation,
  - provide access to your records,
  - provide psychological services if needed, and
  - help you transition to another provider if necessary.

**Terminating Services**

- You may end therapy anytime with notice.
- If we don't hear from you for 30 days, we may assume you no longer wish to continue, and your case may be closed.
- We may terminate services if:
  - your needs are outside or beyond the scope of our practice,
  - we identify a conflict of interest,
  - you repeatedly miss, cancel or reschedule sessions,
  - you have an outstanding balance for more than 14 days,
  - you repeatedly miss payment deadlines,
  - you record sessions without permission, and
  - other reasons.
- If services are terminated, your therapist will help with a transition plan if needed.
- You may receive a termination letter by mail or email, and if appropriate, a treatment summary.

**Acknowledgment**

I have carefully read Amy Kessler LCSW PLLC's Policies and Procedures, Good Faith Estimate and Notice of Privacy Practices and fully understand their contents. I have been given an opportunity to ask questions about these policies and procedures, and my questions have been answered satisfactorily.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date