

**Jeff Shushan, MA, LMHC**

**License No. LH60133299**

**Mailing Address:**

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### **OFFICE POLICIES & DISCLOSURE**

I am furnishing you with the following information about our professional relationship because trust, transparency and a clear understanding are of paramount importance in therapy. If after reviewing the following information you have any questions about my business or professional practices, please ask me for any clarification that you may need.

**—Counseling Orientation and Training:** I have a Masters Degree in Family Systems Psychology from Antioch University Seattle, 1989. I am trained in Family Systems Theory in general and Contextual Family Therapy Theory, specifically: Trauma Theory & Practice (EMDR, Brainspotting, Trauma Incident Reduction, Lifespan Integration, Psychodrama) and Communication Systems. I am comfortable working with individuals using a Family of Origin Historical Approach (1/1 Therapy Sessions), as well as facilitating Family Therapy, by bringing additional family members into the session to promote understanding through active dialogue. My theory allows me to take into consideration individual psychodynamics, present transactional issues between family members and the use of intergenerational issues that may be affecting the current situation.

**I began my Private Practice: Individual, Couples, Family, Group Therapy, in August 1989 and remained within the same office complex on Lake Union, Seattle, WA., from then until March, 2020, when I transitioned to a full Zoom practice, due to Covid 19. My Private Practice now spans close to 34 years.**

I began my career in “Experiential Education” teaching at Pacific Crest Outward Bound, 1977–1979, The Washington Program: Adjudicated Youth/Wilderness, 1979–1984, Consultant and Trainer/Special Populations for PCOBs, 1980–1985. I brought this background to Ryther Child Center with chemically addicted adolescents for three years 1984, 85, 86 and at Lakeside Recovery Center for two years 1986, 87. From 1984–1989, I was the Lead Consultant/Trainer for the Washington State 4–H Challenge Program utilizing Outdoor

Education & Team Building w Children and Adolescents. I worked with Inpatient Eating Disorders Treatment: The Rader Institute 1988–89 as Coordinator Family Therapy Program as well as a Family Therapist.

I began exploring a new field, Collaborative Law, working with Families in Transition in 2006 and I still maintain a CL practice at present. I am trained in Collaborative Law through the International Academy of Collaborative Professionals (IACP) and I have worked in this profession as a Collaborative Family Systems Specialist/Dissolution Coach and Parenting Specialist since 2006. I presented at the 2008 IACP conference: 'Legacy, Leverage and Durability.' I have presented at the Collaborative Professionals of Washington State Conference on topics such as: Communication and Family Systems, Domestic Violence and Collaborative Law, The Confluence of Mediation and Mental Health.

**—Business Hours and Session Time:**

**My business hours are Tuesday – Thursday, 8:00am to 6:00pm. Regular sessions are 50 minutes in length and all sessions begin at ten minutes after the hour. Thus, if your session begins at 4:10 pm, it will end at 5:00 pm. I offer longer sessions by prearranged appointment, ie. 80mins & 110mins.**

**If you are more than 20 minutes late (without informing me via TEXT ONLY) I will cancel the appointment and charge you for the full session. I require at least 48 hours notice if you wish to cancel or change your appointment. I will charge you in full for a missed session if you do not give me prior notice as stated above.**

**—Fees and Payment Method:**

**My fees are \$225.00 per 50 minute session.** I accept most major credit cards, via IVY PAY. ("Ivy Pay" is a 'For Therapist's Only/HIPAA Protected, Credit card App. NOTE: Your Session Payment is due in full at the beginning of each session and you are responsible for all fees regardless of insurance coverage.

**I request payment at the beginning of the session so we can spend the remainder of the session working together and our time will end with your thoughts and feelings being the focus of your attention.**

**—Scheduling Appointments:**

I use a **“TEXT ONLY”** method for scheduling appts. **Please text 206-225-1950** and either my Scheduler (Robin) or I, will return the text with dates available. **(NOTE: YOU MUST RECEIVE THE WORD “CONFIRMED” FROM MY OFFICE, VIA TEXT, TO KNOW THAT YOUR APPT HAS BEEN PLACED IN MY CALENDAR!)** This is the best way to make an appointment with me. I am not available after general business hours, in the evenings or on weekends unless prior arrangements are made with me.

**In the event of an emergency, you can contact the Crisis Clinic 24 Hour Hotline: King County: 866-427-4747. IF YOU ARE HAVING A LIFE THREATENING EMERGENCY, PLEASE CALL 911.**

**—Insurance Receipt Only:**

I will work with you to provide the requisite information and a **receipt** for you to deliver to your own insurance company if you desire to file for insurance coverage. Reimbursement will be a matter between you and your insurance company. There are obvious financial advantages to getting insurance reimbursement but there are also some disadvantages. The main disadvantage is that I can no longer guarantee confidentiality. Most insurance companies require an official medical (mental illness) diagnosis and sometimes require more documentation from me. This information then can be released to other insurance companies and may affect your ability to obtain life, disability and/or health insurance in the future. Please discuss these issues with me as you decide to request reimbursement for treatment. Regardless of the fee arrangement we ultimately agree upon, if it is different from the information in this disclosure statement, it will be placed in writing, signed by both of us and kept with your records for a period of 5 years following your last appointment as is required by WAC 246-809-035(2).

Remember: I do not accept insurance directly. Rather, if you wish, I can provide you with a receipt that will have the proper codes for your insurance company. **(YOU MUST CALL AND ASK YOUR CARRIER “IF THEY COVER FAMILY OR COUPLES COUNSELING. THIS IS YOUR RESPONSIBILITY. I HAVE NO DIRECT CONTACT WITH ANY INSURANCE COMPANIES).**

**—Confidentiality and Notice of Privacy Practices:** All matters we discuss in therapy are strictly confidential. By law, information concerning our professional relationship cannot be released without your (or in the case

of death, your personal representative) prior written authorization (unless you are under 14 years of age and then only with your knowledge and your parent's or guardian's authorization). In couples counseling my client is the couple – not the individuals who make up the couple. In couple situations I will share any and all communications discussed with me by one individual with the other individual to maintain full disclosure and transparency, but with no one else unless I receive a written consent from both individuals. However, I cannot guarantee confidentiality if charges are brought against me, or if I am subpoenaed by a court of law or by the Department of Health. In this regard I will provide you with a separate document called Notice of Privacy Practices describing how and under what circumstances your protected health information, or PHI, may be used and disclosed. Regarding couples counseling: when a request for records is made by one individual for a copy of chart notes or other information containing PHI relating to the other individual, I will seek written authorization from the individual consenting to the disclosure of their PHI before fulfilling the request, including notifying the individual that a request for records has been made. If both individuals do not consent, then the records will not be released.

—**Required Disclosure:** The only exceptions to the above confidentiality clause are when there is 1) suspected cases of abuse or neglect of a child or a dependent adult or developmentally disabled person; 2) when you disclose the potential to harm others or contemplation of or commission of a crime or harmful act; or 3) when you disclose the potential to harm yourself or threaten suicide. In these cases I am required by law to contact the proper authorities to help make arrangements for your and/or others safety.

#### **Treatment Records Option**

To ensure greater confidentiality, you have the option to request that no treatment records be kept. If you make this request, the only records that I will maintain are your name and address, our fee arrangement, a record of payments received, the dates that we met for counseling and a copy of this form, including this written request. To avoid any misunderstanding, and as required by law, it is my practice to ask that you indicate your preference below and that you specifically initial and date your preference. I will also sign and date my name indicating my consent to the arrangement that you have requested. **If you are a couple being seen for couples counseling then both individuals must agree and then initial and date below for this agreement to be valid.**

☐ I want you to keep treatment records. \_\_\_\_\_  
(Initial(s) & date)

☐ I **do not want** you to keep treatment records. \_\_\_\_\_  
(Initial(s) & date)

Provider Acceptance

- ☐ I agree with your request and I will **not** keep treatment records,
- ☐ I agree with your request and I will keep treatment records,

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

—**Email and Text Communications & Consent:** Communicating by email is both helpful and efficient. However, the intent is not to replace the face-to-face clinical session nor does it establish a Telehealth exchange as I do not provide therapy via the phone, Zoom or email. Please do not send email you consider urgent and expect an immediate reply, rather I will make every effort to read and respond to your email, if appropriate, within 24–48 hours. If you have not received a response within 3 days, Text me. Email communications related to treatment will be documented in your client record by placing a copy of the message in your file, unless you have specifically designated that you do not want me to keep treatment records.

Please note that I cannot guarantee the contents of email messages will remain confidential I will do my best to keep email communications private and to protect your private health information. While I will make every attempt to protect your private health information, I cannot guarantee that the data will always be protected. The privacy, security or confidentiality of any email messages sent or received over the Internet can be intercepted, altered, forwarded, and/or read by others. Some specific examples are as follows:

- Emails or texts sent inadvertently or to an incorrectly typed address or phone number.
- Email is easier to falsify than handwritten or signed documents.
- Backup copies of email, texts, and online platform data may exist even after the sender or recipient has deleted his/her copy.
- Employers and on-line servers may have a right to archive and inspect emails, texts, and online communications transmitted through their systems.
- Information sent via emails, texts, and online applications can be intercepted, altered, forwarded, or used without authorization or detection.
- Email and online accounts can be hacked and/or online applications can be used to introduce viruses into computer systems.
- Emails, texts, and online communications of all types may be used as evidence in court.

The examples listed above are not inclusive; rather they are illustrative of the risks that are involved with the use of email and texts. As a result, I cannot be responsible for email or text messages that are lost due to technical failure during composition, transmission, or storage or for any of the above indicated problems. I will not forward emails to independent third parties without your prior written consent, except as authorized or required by law. If you have any concern at all in this regard then you should not communicate with me through email or by texts. You may discontinue using email or texts as a means of communication by sending an email or letter to me clearly stating that you no longer wish to communicate by email and/or by text.

—I acknowledge that I have read the foregoing contents concerning email communications and I fully understand this consent and I voluntarily request the use of email as one form of communication. **If you are a couple being seen for couples counseling then both individuals must agree and then initial and date below.**

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Signature/Initials of Client (s)

Date:

—**Record Keeping and Retention:** Records created by me or received by you will be maintained in a secured format using technical safeguards such as an encrypted computer, storing patient files in a secure manner and using a password protected internet connection. I am required to maintain a copy of your client file for a period of five (5) years following our last visit. In the event of my death, disability or retirement, your records will be allocated to another counselor I have designated and a notice will be provided to you with their name and contact information.

—**Termination – Professional Issues:** It is my goal to create an environment of trust, safety and emotional support to help you solve your most difficult and pressing concerns. I cannot guarantee a particular outcome of therapy but I do promise to devote my full attention and best thinking to you during our scheduled time together. I promise to treat you in a professional and ethical manner. If you think I am not helping you to make the changes you desire, please let me know so that I can make appropriate changes in your treatment or refer you to another professional. You have the right to refuse treatment and it is your responsibility to choose the provider and treatment modality which best suits your needs. If after speaking with me, or at any other time you have specific complaints about unethical practices, you have the right to contact the

Washington State Department of Health at the following address: Complaint Intake, P.O. Box 47857, Olympia, WA 98504-7857. The phone number is: (360)-236-4700. Attached is a copy of RCW 18.130.180 related to unprofessional conduct. Washington State Law requires I also inform you of:

“Counselors practicing for a fee must be registered or certified with the Department of Health for the protection of the public health and safety. Registration of an individual with the department does not include recognition of any practice standards, nor necessarily implies the effectiveness of any treatment.”

The purpose of the Counselor Credentialing Act regulating counselors is:

(A) To provide protection for the public health and safety;  
and

(B) To empower citizens of the State of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct.”

**I hereby consent to treatment and declare that I have read, understand and agree to the terms outlined above and that I have received a copy of this disclosure form and the referenced RCW 18.130.180. If you are seeing me as a couple for couples counseling or collaborative coaching, both individuals must complete and sign this form.**

\_\_\_\_\_  
#1 Client(s) signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
#2 Client(s) signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
#1 Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
#2 Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
E-mail address

A copy of this disclosure form and the referenced RCW 18.130.180 was provided to the client.

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date



**RCW 18.130.180**

**Unprofessional conduct.**

The following conduct, acts, or conditions constitute unprofessional conduct for any license holder under the jurisdiction of this chapter:

(1) The commission of any act involving moral turpitude, dishonesty, or corruption relating to the practice of the person's profession, whether the act constitutes a crime or not. If the act constitutes a crime, conviction in a criminal proceeding is not a condition precedent to disciplinary action. Upon such a conviction, however, the judgment and sentence is conclusive evidence at the ensuing disciplinary hearing of the guilt of the license holder of the crime described in the indictment or information, and of the person's violation of the statute on which it is based. For the purposes of this section, conviction includes all instances in which a plea of guilty or nolo contendere is the basis for the conviction and all proceedings in which the sentence has been deferred or suspended. Nothing in this section abrogates rights guaranteed under chapter **9.96A** RCW;

(2) Misrepresentation or concealment of a material fact in obtaining a license or in reinstatement thereof;

(3) All advertising which is false, fraudulent, or misleading;

(4) Incompetence, negligence, or malpractice which results in injury to a patient or which creates an unreasonable risk that a patient may be harmed. The use of a nontraditional treatment by itself shall not constitute unprofessional conduct, provided that it does not result in injury to a patient or create an unreasonable risk that a patient may be harmed;

(5) Suspension, revocation, or restriction of the individual's license to practice any health care profession by competent authority in any state, federal, or foreign jurisdiction, a certified copy of the order, stipulation, or agreement being conclusive evidence of the revocation, suspension, or restriction;

(6) Except when authorized by \*RCW **18.130.345**, the possession, use, prescription for use, or distribution of controlled substances or legend drugs in any way other than for legitimate or therapeutic purposes, diversion of controlled substances or legend drugs, the violation of any drug law, or prescribing controlled substances for oneself;

(7) Violation of any state or federal statute or administrative rule regulating the profession in question, including any statute or rule defining or establishing standards of patient care or professional conduct or practice;

(8) Failure to cooperate with the disciplining authority by:

(a) Not furnishing any papers, documents, records, or other items;

(b) Not furnishing in writing a full and complete explanation covering the matter contained in the complaint filed with the disciplining authority;

(c) Not responding to subpoenas issued by the disciplining authority, whether or not the recipient of the subpoena is the accused in the proceeding; or

(d) Not providing reasonable and timely access for authorized representatives of the disciplining authority seeking to perform practice reviews at facilities utilized by the license holder;

(9) Failure to comply with an order issued by the disciplining authority or a stipulation for informal disposition entered into with the disciplining authority;

(10) Aiding or abetting an unlicensed person to practice when a license is required;

(11) Violations of rules established by any health agency;

(12) Practice beyond the scope of practice as defined by law or rule;

(13) Misrepresentation or fraud in any aspect of the conduct of the business or profession;

(14) Failure to adequately supervise auxiliary staff to the extent that the consumer's health or safety is at risk;

(15) Engaging in a profession involving contact with the public while suffering from a contagious or infectious disease involving serious risk to public health;

(16) Promotion for personal gain of any unnecessary or inefficacious drug, device, treatment, procedure, or service;

(17) Conviction of any gross misdemeanor or felony relating to the practice of the person's profession. For the purposes of this subsection, conviction includes all instances in which a plea of guilty or nolo contendere is the basis for conviction and all proceedings in which the sentence has been deferred or suspended. Nothing in this section abrogates rights guaranteed under chapter **9.96A** RCW;

(18) The procuring, or aiding or abetting in procuring, a criminal abortion;

(19) The offering, undertaking, or agreeing to cure or treat disease by a secret method, procedure, treatment, or medicine, or the treating, operating, or prescribing for any health condition by a method, means, or procedure which the licensee refuses to divulge upon demand of the disciplining authority;

(20) The willful betrayal of a practitioner-patient privilege as recognized by law;

(21) Violation of chapter **19.68** RCW;

(22) Interference with an investigation or disciplinary proceeding by willful misrepresentation of facts before the disciplining authority or its authorized representative, or by the use of threats or harassment against any patient or witness to prevent them from providing evidence in a disciplinary proceeding or any other legal action, or by the use of financial inducements to any patient or witness to prevent or attempt to prevent him or her from providing evidence in a disciplinary proceeding;

(23) Current misuse of:

(a) Alcohol;

(b) Controlled substances; or

(c) Legend drugs;

(24) Abuse of a client or patient or sexual contact with a client or patient;

(25) Acceptance of more than a nominal gratuity, hospitality, or subsidy offered by a representative or vendor of medical or health-related products or services intended for patients, in contemplation of a sale or for use in research publishable in professional journals, where a conflict of interest is presented, as defined by rules of the disciplining authority, in consultation with the department, based on recognized professional ethical standards.

[ **2010 c 9 § 5**; **2008 c 134 § 25**; **1995 c 336 § 9**; **1993 c 367 § 22**. Prior: **1991 c 332 § 34**; **1991 c 215 § 3**; **1989 c 270 § 33**; **1986 c 259 § 10**; **1984 c 279 § 18**.]

**NOTES:**

**\*Reviser's note:** RCW **18.130.345** was repealed by **2015 c 205 § 5**.

**Intent—2010 c 9:** See note following RCW **69.50.315**.

**Finding—Intent—Severability—2008 c 134:** See notes following RCW **18.130.020**.

**Application to scope of practice—Captions not law—1991 c 332:** See notes following RCW **18.130.010**.

**Severability—1986 c 259:** See note following RCW **18.130.010**.

**WAC 246-809-035**

**Recordkeeping and retention.**

(1) The licensed counselor or associate providing professional services to a client or providing services billed to a third-party payor, must document services, except as provided in subsection (2) of this section. The documentation includes:

- (a) Client name;
- (b) The fee arrangement and record of payments;
- (c) Dates counseling was received;
- (d) Disclosure form, signed by licensed counselor and client or associate and client;
- (e) The presenting problem(s), purpose or diagnosis;
- (f) Notation and results of formal consults, including information obtained from other persons or agencies through a release of information;
- (g) Progress notes sufficient to support responsible clinical practice for the type of theoretical orientation/therapy the licensed counselor or associate uses. The associate must provide adequate information about their clinical work to the approved supervisor. This can be in the form of progress notes, case discussions/analysis, or reports from collaborating professionals. The approved supervisor must have an understanding of the clinical work that the associate is doing.

(2) If a client requests that no treatment records be kept, and the licensed counselor or associate agrees to the request, the request must be in writing and the licensed counselor or associate must retain only the following documentation:

- (a) Client name;
  - (b) Fee arrangement and record of payments;
  - (c) Dates counseling was received;
  - (d) Disclosure form, signed by licensed counselor or associate and client;
  - (e) Written request that no records be kept.
- (3) The licensed counselor or associate may not agree to the request if maintaining records is required by other state or federal law.
- (4) The licensed counselor or associate or the associate's supervisor must keep all records for a period of five years following the last visit. Within this five-year period, all records must be maintained safely, with properly limited access.
- (5) The licensed counselor or associate or the associate's supervisor must make provisions for retaining or transferring records in the event of going out of business, death or incapacitation. These provisions may be made in the practitioner's will, an office policy, or by ensuring another licensed counselor is available to review records with a client and recommend a course of action; or other appropriate means as determined by the licensed counselor or associate.

[Statutory Authority: Chapter 18.225 RCW. WSR 09-15-039, § 246-809-035, filed 7/8/09, effective 7/8/09. Statutory Authority: RCW18.225.040, 18.130.050. WSR 06-09-032, § 246-809-035, filed 4/12/06, effective 5/13/06.]