

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR ENGAGING OUR SERVICES. BY ACCESSING THIS WEBSITE OR UTILIZING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS.

Last updated: July 31, 2025

DEFINITIONS AND INTERPRETATION

Definitions:

As used in these Terms and Conditions ("Agreement"), the following terms shall have the meanings set forth below:

(a) "**Client**" or "You" means any individual, family unit, or legal entity that accesses this Website or engages our Services, including but not limited to patients, prospective patients, and authorized representatives thereof.

(b) "**Therapist**," "Provider," "We," "Us," or "Our" means Welcome Home Family Therapy, a professional therapy practice, S. Abigail McCarrel, LCSW, DCSW (License to be verified through BBS), and any licensed professionals operating under said practice.

(c) "**Services**" means all professional mental health services, therapeutic interventions, consultations, assessments, and related professional activities provided by Provider, including but not limited to:

- Online parent therapy and coaching
- Online family therapy
- Online brain-based therapy
- Online trauma-informed therapy
- Online post-adoption support
- Online co-parenting therapy
- Crisis intervention services
- Treatment planning and goal setting
- Online individual and older teen therapy

(d) "**Website**" means the internet website located at <https://welcomehomefamilytherapy.com/>, including all subdomains, pages, content, and functionality contained therein.

(e) "**Agreement**" means these Terms and Conditions, as may be amended from time to time in accordance with the provisions herein.

(f) "**PHI**" means Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

(g) "**BBS**" means the California Board of Behavioral Sciences.

Interpretation:

(a) Headings are for convenience only and shall not affect interpretation. (b) Words importing the singular include the plural and vice versa. (c) References to statutes include all amendments and successor legislation. (d) This Agreement shall be construed in accordance with California law.

PROFESSIONAL LICENSING AND REGULATORY COMPLIANCE

Licensing Authority:

Provider is licensed by the California Board of Behavioral Sciences pursuant to California Business and Professions Code Section 4980 et seq. License verification may be obtained through the BBS website at www.bbs.ca.gov or by contacting the BBS directly at (916) 574-7830.

Scope of Practice:

Services are provided within the scope of practice authorized under California law for Licensed Clinical Social Workers, including but not limited to:

(a) Individual, family, and group psychotherapy; (b) Assessment and treatment of mental and emotional disorders; (c) Parent education and consultation; (d) Crisis intervention services; (e) Specialized therapy for:

- Parent guidance and education
- Gifted and Twice Exceptionality
- ADHD, neurodiversity, and executive functioning
- Family Trauma
- Family Conflict
- School, Social Skills, Bullying, and Screen Time Issues
- Behavior Problems
- Anxiety and Depression
- Emotional Regulation and Emotional Safety

(f) Such other services as may be authorized under applicable law.

Geographic Limitations:

IMPORTANT: Services are provided exclusively to clients physically located within the State of California. By engaging our Services, Client represents and warrants that Client is physically present in California during all therapeutic interactions.

Regulatory Compliance:

Provider operates in strict compliance with:

- California Business and Professions Code, Division 2, Chapter 13
- California Code of Regulations, Title 16, Division 18

- California telehealth regulations pursuant to Business and Professions Code Section 2290.5
- All other applicable federal, state, and local laws and regulations

CLIENT ELIGIBILITY AND INFORMED CONSENT

Age and Capacity Requirements:

(a) Primary clients must be eighteen (18) years of age or older, OR be a minor with proper parental/guardian consent. (b) Client represents and warrants that Client has the legal capacity to enter into this Agreement and to consent to treatment. (c) For minors, the parent or legal guardian must provide written consent and may be required to participate in treatment as clinically indicated. (d) Welcome Home Family Therapy specializes in working with families, including children with complex needs such as giftedness, ADHD, and emotional regulation challenges.

Informed Consent:

By agreeing to these Terms, Client acknowledges receipt of informed consent regarding:

- The nature and scope of Services
- Potential risks and benefits of treatment
- Confidentiality protections and limitations
- Fee structure and payment policies
- Emergency procedures and limitations of Services
- Client's right to terminate Services at any time
- Provider's specialized approach to brain-based family therapy
- Collaborative documentation process and client participation in record-keeping

Emergency Limitations:

CRITICAL NOTICE: Services are not intended for psychiatric emergencies. Provider does not offer 24-hour emergency services. In case of emergency, Client shall:

- Call 911 for immediate emergency assistance
- Contact the 988 Suicide & Crisis Lifeline
- Proceed to the nearest emergency room
- Contact the Crisis Text Line at 741741
- Contact emergency resources as listed in Provider's emergency procedures documentation

TELEHEALTH SERVICES

Technology Requirements and Limitations:

(a) Client acknowledges that telehealth services require appropriate technology, including reliable internet connectivity and compatible devices. (b) Provider utilizes HIPAA-compliant

video conferencing software (Doxy.me and Simple Practice) for telehealth sessions. (c) Client is responsible for ensuring a private, secure environment for all telehealth sessions. (d) Technology failures, service interruptions, or third-party platform issues are beyond Provider's control and may necessitate session rescheduling.

Telehealth Informed Consent:

Client acknowledges and agrees that:

- Telehealth may not be appropriate for all therapeutic needs
- Emergency interventions may be limited in telehealth settings
- Technology limitations may impact the quality of therapeutic interaction
- Client is responsible for physical safety during sessions
- Provider's ability to respond to emergencies may be limited
- Provider will continuously assess the appropriateness of telehealth for Client's specific needs

California Telehealth Compliance:

Provider's telehealth services comply with California Business and Professions Code Section 2290.5 and all applicable telehealth regulations. Services are provided only to clients physically located within California.

CONFIDENTIALITY AND MANDATORY REPORTING

Confidentiality Protections:

Client's therapeutic communications are protected under:

- California Evidence Code Section 1014 (Psychotherapist-Patient Privilege)
- California Civil Code Section 56 et seq. (Confidentiality of Medical Information Act)
- Health Insurance Portability and Accountability Act (HIPAA)
- Professional ethical standards

Mandatory Reporting Obligations:

IMPORTANT: Confidentiality is subject to the following legal exceptions:

(a) Child Abuse Reporting: Suspected child abuse or neglect (California Penal Code Section 11164 et seq.) (b) Elder/Dependent Adult Abuse: Suspected abuse of persons 65 years or older or dependent adults (California Welfare and Institutions Code Section 15630 et seq.) (c) Threat to Self or Others: Credible threats of harm to self or identifiable third parties (California Welfare and Institutions Code Section 5150 et seq.) (d) Court Orders: Lawful court orders or subpoenas (e) Legal Proceedings: When Client places mental condition at issue in legal proceedings (f) Collection Proceedings: When necessary to collect unpaid fees (g) Other Legal Requirements: As otherwise required by applicable law

No Secrets Policy:

IMPORTANT: Provider maintains a strict "No Secrets" policy during family therapy. Information shared in individual sessions may not be kept confidential from other family members, except when safety is at stake. Client acknowledges and agrees to this policy as part of the family therapy process.

Record Retention:

Clinical records shall be maintained for a minimum of ten (10) years after the youngest minor child in treatment reaches age eighteen (18), in accordance with California law and professional standards.

Record Custodianship:

In the event of Provider's disability or death, Carmen McCarrel (Associate Clinical Social Worker) will serve as custodian of records for the legally required retention period.

APPOINTMENTS AND SCHEDULING

Scheduling Procedures:

(a) All appointments are scheduled directly with Provider via phone at (626) 755-4059 or during sessions. (b) Provider offers automated appointment reminders through Simple Practice 24 hours prior to scheduled sessions. (c) Clients may choose to receive reminders via email, text, or voice message, or may decline reminders. (d) At the beginning of each session, the following session will be scheduled.

Cancellation Policy:

(a) Client must provide at least forty-eight (48) hours advance notice to cancel or reschedule appointments. (b) Late cancellations (less than 48 hours) and no-shows will result in charges equal to the full session fee. (c) Cancellations must be made via phone message at (626) 755-4059 or through the secure messaging system in the Client Portal. (d) Emergency circumstances will be considered on a case-by-case basis.

Session Duration and Punctuality:

(a) Sessions are typically 50 to 80 minutes in duration unless otherwise agreed upon. (b) Sessions begin at the scheduled time regardless of client arrival time. (c) Late arrivals will receive the remaining scheduled time and be charged the full session fee.

FEES, PAYMENT, AND FINANCIAL POLICIES

Fee Structure:

Current fees for Services are as follows:

- 80-minute Online Initial Consultation with parents/caregivers only: \$250
- 80-minute Online Therapy Parent or Family Therapy Session: \$250
- 55-minute Online Therapy Parent or Family Therapy Session: \$225
- 50-minute Online Individual Therapy Session: \$175

- Report Writing: \$190/hour
- In-person Consultation/Team meeting: \$190/hour, including transportation
- Court Appearance: \$1,000 (non-refundable)
- Late Cancel (less than 48 hours): Full Session Fee
- No Show: Full Session Fee
- 15-minute Crisis phone call blocks: \$15
- Document copies: \$0.10 per page

Payment Process:

(a) Payment is due at the beginning of each session unless enrolled in Auto Pay. (b) With Auto Pay, credit card on file will be charged between 12:00 am and 2:00 am the day after session. (c) Payment may be made by credit card. (d) Credit card information must be kept on file for all clients. (e) Invoices are available through the Client Portal within 24 hours of payment.

Credit Card Requirements:

(a) Primary Parent must enter current credit card information in Client Portal before first session. (b) Credit card will be used for late cancellations and no-shows. (c) Clients must notify Provider immediately of any changes to credit card information.

Insurance and Third-Party Payments:

(a) Provider does not accept insurance payments and is not an in-network provider. (b) Superbills may be provided for out-of-network reimbursement if clinically appropriate to render an individual diagnosis. (c) Client is solely responsible for insurance verification and reimbursement. (d) Provider cannot guarantee insurance authorization for services.

Court-Related Fees:

(a) Report writing and court preparation: \$190 per hour (b) Court appearances: \$1,000 per day (non-refundable, whether testimony occurs or not) (c) All court-related fees must be paid by cashier's check 7 days prior to scheduled court date (d) Provider requires a subpoena before clearing schedule for court appearances

Financial Hardship:

If Client's financial situation changes, Provider will attempt to provide appropriate referrals to continue care with another provider.

Unpaid Balances:

(a) Payment plans may be discussed for clients unable to pay in full. (b) Accounts unpaid for more than 60 days may be subject to collection procedures. (c) Legal action may be taken for persistent non-payment, which may require disclosure of confidential information.

DOCUMENTATION AND RECORD KEEPING

Collaborative Documentation:

(a) Provider practices collaborative documentation where families participate in documenting session content. (b) The last 5 minutes of sessions are typically used for documentation and debriefing. (c) This process provides transparency and helps families retain session insights. (d) Provider may use computer or notepad during sessions for documentation purposes.

Electronic Health Records:

(a) Case records are maintained in Simple Practice, a HIPAA-compliant, cloud-based Electronic Health Record system. (b) Records are stored on secure servers with bank-level encryption. (c) Provider maintains Business Associate Agreement with Simple Practice. (d) Physical and technical security measures protect records from unauthorized access.

Record Access:

(a) Clients may request access to their records with 7-day advance notice. (b) Copy requests require 14-day notice and incur \$0.10 per page fee. (c) Treatment summaries may be provided in lieu of complete records when clinically appropriate. (d) All record releases require written authorization.

Record Destruction:

Records will be maintained for 10 years after the youngest minor child in treatment turns 18, then securely deleted from the online storage system.

COMMUNICATION POLICIES

Secure Communication:

(a) Provider utilizes Simple Practice's secure messaging system for written communications. (b) Regular email and text messaging are not secure and should not be used for confidential communications. (c) Encrypted email backup: sabigail@protonmail.com (d) All written communications become part of the permanent treatment record.

Response Times:

(a) Provider will attempt to return phone calls within 24 hours. (b) Provider does not answer phone or messages during therapy sessions. (c) For mental health emergencies, contact Provider by phone rather than messaging.

Cell Phone Policy:

(a) Cell phones should be silenced during therapy sessions. (b) Provider recommends saving contact information as "SAM" for privacy. (c) Text messages will not be responded to via text but by phone call or secure messaging.

SPECIALIZED SERVICES

Family Therapy Approach:

Provider specializes in:

- Whole family therapy including extended family and support systems

- Brain-based therapeutic approaches
- Trauma-informed family therapy
- Parent coaching and education
- Helping parents become "healers in their homes"

Specific Expertise Areas:

Children's Issues:

- Gifted and twice-exceptional (2e) children
- ADHD and emotional regulation
- Trauma and adoption-related concerns
- Bullying and social skills development
- School difficulties and academic challenges
- Technology-related issues
- Grief and loss counseling

Parenting/Adult Concerns:

- Self-regulation and co-regulation techniques
- Depression and anxiety management
- Parental guilt, shame, and overwhelm
- Stress management and coping strategies
- Transition and loss support
- Parent education and guidance

INTELLECTUAL PROPERTY RIGHTS

Website Content:

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the exclusive property of Provider or its licensors and is protected by United States and international copyright laws.

Therapeutic Materials:

(a) All therapeutic materials, assessments, treatment plans, and educational resources provided during Services are proprietary to Provider. (b) Client may use such materials solely for personal therapeutic purposes. (c) Commercial use, reproduction, or distribution of therapeutic materials is strictly prohibited without express written consent.

Trademark Rights:

"Welcome Home Family Therapy" and related marks are trademarks of Provider. Use of these marks without written permission is prohibited.

WEBSITE TERMS AND ACCEPTABLE USE

License to Use Website:

Subject to these Terms, Provider grants Client a limited, non-exclusive, non-transferable, revocable license to access and use the Website for its intended purposes.

Prohibited Uses:

Client shall not:

- Use the Website for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to any portion of the Website
- Interfere with or disrupt the Website's operation or security
- Transmit viruses, malware, or other harmful code
- Engage in data mining, scraping, or automated data collection
- Violate any applicable laws or regulations
- Infringe upon the intellectual property rights of others

Third-Party Links:

The Website may contain links to third-party websites. Provider does not endorse and is not responsible for the content, privacy practices, or terms of use of third-party sites.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY CALIFORNIA LAW:

(a) PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM;

(b) PROVIDER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES;

(c) PROVIDER MAKES NO WARRANTIES REGARDING SPECIFIC TREATMENT OUTCOMES;

(d) PROVIDER IS NOT RESPONSIBLE FOR TECHNOLOGY FAILURES, THIRD-PARTY SERVICES, OR CIRCUMSTANCES BEYOND REASONABLE CONTROL.

Professional Liability Insurance:

Provider maintains professional liability insurance in compliance with California requirements.

Indemnification:

Client agrees to indemnify, defend, and hold harmless Provider from any claims, damages, costs, or expenses arising from Client's breach of these Terms or violation of applicable law.

TERMINATION

Termination by Client:

Client may terminate Services at any time with or without cause by providing reasonable notice.

Termination does not relieve Client of payment obligations for Services already rendered.

Termination by Provider:

Provider may terminate Services for the following reasons:

- Completion of treatment goals
- Lack of therapeutic progress or engagement
- Client's failure to comply with these Terms
- Ethical conflicts or dual relationships
- Safety concerns for Client or others
- Non-payment of fees
- Multiple missed/cancelled appointments
- Other professional or clinical considerations

Effects of Termination:

(a) Outstanding fees remain due and payable (b) Records will be retained as required by law (c) Referrals may be provided when clinically appropriate (d) Certain provisions of this Agreement shall survive termination

Continuity of Care:

If Provider becomes unavailable, Carmen McCarrel (Associate Clinical Social Worker) will contact Client to discuss transition to alternative therapy services.

DISPUTE RESOLUTION

Informal Resolution:

Parties agree to attempt good faith informal resolution of disputes before initiating formal proceedings.

Professional Complaints:

Complaints regarding professional conduct may be filed with: California Board of Behavioral Sciences 1625 North Market Blvd., Suite N-219 Sacramento, CA 95834 Telephone: (916) 574-7830 Website: www.bbs.ca.gov

Mediation:

If informal resolution fails, parties agree to participate in mediation before a neutral mediator selected by mutual agreement.

Litigation:

Any legal action must be commenced within the applicable statute of limitations and filed in the appropriate California court with jurisdiction over Provider's principal place of business.

GENERAL PROVISIONS

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. California courts shall have exclusive jurisdiction over any disputes arising hereunder.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

Amendment:

This Agreement may be amended only in writing or by posting revised terms on the Website with an updated effective date. Continued use of Services after amendment constitutes acceptance of the revised terms. Fees are evaluated annually, and clients will receive 60-day advance notice of any fee changes.

Waiver:

No waiver of any provision shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

Entire Agreement:

This Agreement, together with the Privacy Policy and any service-specific agreements, constitutes the entire agreement between the parties and supersedes all prior understandings and agreements.

Assignment:

Provider may assign this Agreement without consent. Client may not assign this Agreement without Provider's written consent.

Force Majeure:

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including but not limited to acts of God, natural disasters, government actions, or public health emergencies.

NOTICE AND CONTACT INFORMATION**Notice Requirements:**

All notices required under this Agreement shall be deemed effective when delivered via email to the addresses specified herein or through other mutually agreed upon means of communication.

Provider Contact Information:

Welcome Home Family Therapy

S. Abigail McCarrel, LCSW, DCSW

Email: sabigail@protonmail.com

Telephone: (626) 755-4059

Website: <https://welcomehomefamilytherapy.com/>

Business Hours:

- Monday: 1:00 PM - 9:00 PM
- Tuesday, Wednesday, Thursday: 8:00 AM - 9:00 PM

- Friday: 8:00 AM - 2:00 PM

Client Responsibility:

Client is responsible for maintaining current contact information and promptly notifying Provider of any changes.

Emergency Resources

- National Suicide Prevention Lifeline: 988
 - National Domestic Violence Hotline: (800) 799-7233
 - California Parents and Youth Helpline: (855) 427-2736
 - The Trevor Lifeline (LGBTQ): (866) 488-7386
 - The Trans Lifeline: (877) 565-8860
 - Crisis Text Line: Text HOME to 741741
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ACKNOWLEDGMENT AND ACCEPTANCE

BY ACCESSING THIS WEBSITE OR UTILIZING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF YOUR RIGHTS AND OBLIGATIONS AS A CLIENT RECEIVING MENTAL HEALTH SERVICES IN CALIFORNIA.

YOU ACKNOWLEDGE THAT YOU UNDERSTAND:

The nature and scope of specialized family therapy services offered
The benefits and risks of telehealth and in-person services
Your responsibilities in creating a safe therapeutic environment
Emergency procedures and limitations of services
Fee structure and payment policies
Confidentiality protections and mandatory reporting requirements
Your right to terminate services at any time
The collaborative documentation process and "No Secrets" policy
Record keeping practices and your rights regarding access to records
Communication policies and secure messaging requirements

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE USE OF THE WEBSITE AND SERVICES IMMEDIATELY.