

Policies and Notices:

The following policies in our practice, as well as state or federal notices, are alphabetically arranged in the following order:

1. Cancellation Policy
2. Disclaimer: Counseling and Website Use
3. HIPAA Notice of Privacy Practices
4. Notice to Texas Residents
5. Records Policy
6. Telehealth Policy
7. Terms of Use
8. Website Privacy Policy

CANCELLATION & NO-SHOW POLICY: Clifton Fuller Counseling; CH Fuller and Associates, LLC

Why We Have This Policy: When you schedule an appointment, that time is reserved exclusively for you. Late cancellations and missed appointments make it difficult to offer that time to another client who may be waiting for care, and they affect the consistency of your own treatment. This policy explains how our reminder and cancellation process works, and what to expect if a cancellation happens close to your scheduled time.

Appointment Reminders: As a courtesy, our HIPAA-compliant scheduling system automatically sends a reminder to the contact information you have in your patient portal 48 hours before each scheduled appointment. This reminder gives you time to confirm, reschedule, or cancel well ahead of your session.

How to Cancel or Reschedule: To cancel or reschedule, log into your secure client portal located at: <https://cliftonfuller.securepatientarea.com/portal/access/login/> Our secure patient portal will process your request as long as it is submitted at least 24-hours before your scheduled appointment time. The system will not permit a cancellation once your appointment is inside that 24-hour window. Weekend days and official holidays do not count toward this 24-hour notice period. For example, an appointment scheduled for Monday must be canceled no later than the Friday before to avoid a penalty.

You may also call our office at 210-970-1511 to cancel your appointment. Phone cancellations must also be at least 24 hours before the scheduled appointment. Email and text messages are not accepted as a method of cancellation.

Late Cancellations and No-Shows: If an appointment is cancelled, rescheduled, or missed within 24 hours of its scheduled time, you will be billed the current full rate for your scheduled session type, as reflected in our current fee schedule at the time of your appointment.

How the Fee Is Charged: This fee is charged automatically to the credit card kept on file in your secure client portal. Please keep your card information current to avoid a declined charge.

If the charge is declined, an additional \$35 declined-card fee will be charged along with the original amount owed and another appointment will not be scheduled until the full fee has been remitted.

Payment and Insurance: Our practice does not accept insurance directly and is not in-network with any insurance panel. Session fees are collected automatically at the time of service, using the card on file in your secure client portal. If you would like to seek reimbursement from your insurance company, we are happy to provide documentation you can submit to your insurer yourself; reimbursement is determined by your plan and is never guaranteed.

Because we do not bill insurance, late-cancellation and no-show fees are not eligible for insurance reimbursement and are your direct financial responsibility.

Exceptions: We understand that genuine emergencies happen. If a documented emergency — such as a medical emergency, hospitalization, or other urgent and unforeseeable event — prevents you from providing 24-hour notice, please contact our office as soon as possible. Exceptions to this policy are considered on a case-by-case basis at the discretion of the practice, and supporting documentation may be requested.

Provider-Initiated Cancellations: If Clifton Fuller needs to cancel or reschedule an appointment, you will be notified as soon as possible, and no fee will be charged. We will work with you to find a convenient replacement time.

Terms of Agreement: By using our services, you agree to and accept all policies outlined here. If you do not agree to these terms, please discontinue use of our website and services immediately.

Questions: If you have questions about this policy, please contact our offices. Phone: 210-970-1511;

Mail: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998.

Last updated: 8/31/2026

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DISCLAIMER: COUNSELING and WEBSITE USE: Clifton Fuller Counseling; CH Fuller and Associates, LLC

Scope of Services and Multi-Board Licensure: The clinical services, professional consultations, and supervisory programs offered through this website are provided by Clifton H. Fuller, who holds the following active credentials in the State of Texas:

Licensed Clinical Social Worker - Supervisor (LCSW-S), regulated by the Texas State Board of Social Worker Examiners.

Licensed Professional Counselor - Supervisor (LPC-S), regulated by the Texas State Board of Examiners of Professional Counselors.

Licensed Marriage and Family Therapist - Supervisor (LMFT-S), regulated by the Texas State Board of Examiners of Marriage and Family Therapists.

If You Are in Crisis: If you are having thoughts of suicide or self-harm, or are otherwise in immediate danger, please call or text 988 (Suicide & Crisis Lifeline), call 911, or go to your nearest emergency room. This website is not monitored for emergencies. No crisis or emergency response is provided through this Site, by email, or through any online form. Messages sent through the Site may not be seen right away.

General Information Only: By using this website, blog, or related resources ("Site"), you agree to the following. Content on the Site is provided for general informational purposes only and is not intended to be, and should not be treated as, legal, business, financial, medical, or psychological advice specific to your situation, and viewing or interacting with the Site does not create a therapist-client relationship. A therapist-client relationship, along with the professional and ethical obligations that come with it, begins only after a formal intake process and a signed informed consent for treatment. If seeking services, please contact us to begin that process.

Company: "Company," "we," "us," and "our" refer to Clifton Fuller, LCSW-S, LPC-S, LMFT-S, and CH Fuller and Associates, LLC, together with its staff and management. "Site" refers to Clifton Fuller Counseling, accessible at <https://www.CliftonFuller.com>.

No Substitute for Professional Treatment: Nothing on the Site is a substitute for individualized diagnosis or treatment from a qualified professional. If you are currently experiencing a mental health concern, consult a licensed

provider directly. Reading the Site's content, including blogs and articles, does not establish a clinical relationship with Company and should not be relied on as personal treatment guidance.

Telehealth Services: Company provides counseling and coaching services exclusively by telehealth (online/remote formats). Telehealth services are governed by a separate Telehealth Informed Consent, which is reviewed with and signed by each client before treatment begins. That document addresses matters including the risks and benefits of remote treatment, technology and privacy safeguards, procedures in the event of a technology failure or emergency during a session, and geographic limitations.

Views and Opinions: Views and opinions expressed on the Site are those of the individual authors and do not necessarily reflect the official policy or position of Company. Blog and article content reflects general perspectives on topics of interest and is not a comprehensive or personalized recommendation.

No Warranty: To the maximum extent permitted by law, the Site and its content are provided "as is" and "as available," without warranties of any kind, express or implied, including warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement. Company does not guarantee that the Site will be error-free, uninterrupted, or free of viruses or other harmful components, and reserves the right to add, remove, or modify content on the Site at any time without prior notice.

No Guarantee of Results or Outcomes: By using this website, you acknowledge and agree that no specific results or successful outcomes are promised, implied, or guaranteed. Any information, case studies, success stories, or testimonials presented on this website are for illustrative and informational purposes only.

Licensure And Jurisdictional Limitations: Clifton Fuller is licensed in the State(s) of Texas. Due to professional licensure laws and regulatory ethics boards, formal counseling services, clinical evaluations, and professional telehealth consultations can only be provided to individuals who are physically located within Texas at the time of service.

Limitation of Liability: By navigating this website, you voluntarily assume all risks associated with your use of the site. To the fullest extent permitted by law, CH Fuller and Associates and its affiliates, employees, or contractors shall not be held liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of your access to, use of, or inability to use this website, or any errors or omissions in the website's Content. Consumer Transparency Notice (Texas Hb 4224 & BHEC Rules): In compliance with Section 181.105 of the Texas Health and Safety Code and the rules of the Texas Behavioral Health Executive Council (BHEC), we provide the following consumer rights pathways:

Health Care Records Requests: Existing clients may formally request access to or copies of their health care and psychotherapy records by submitting a written request via our secure client portal or by emailing our records privacy officer at [Your Practice Email]. Requests will be processed in accordance with Texas state law timelines.

Licensure and Disciplinary Questions: The Texas Behavioral Health Executive Council regulates Licensed Professional Counselors, Social Workers, Marriage and Family Therapists, and Psychologists in Texas. If you believe a clinician has violated their code of ethics or regulatory scope, you may contact the council:

Mailing Address:

Texas Behavioral Health Executive Council, 1801 Congress Ave., Ste. 7.300, Austin, TX 78701

Toll-Free Complaint Line: 1-800-821-3205

Official Website: <https://bhec.texas.gov>

Consumer Protection Complaints: If you believe your business or consumer rights have been violated, you may file a formal consumer complaint with the Texas Office of the Attorney General by visiting their Consumer Protection webpage.

External Links: The Site may contain links to third-party websites that are not owned, operated, or endorsed by Company. Company is not responsible for the content, accuracy, or privacy practices of any linked third-party site.

Accuracy of Information: Company makes reasonable efforts to keep information on the Site accurate and current but cannot guarantee that all content is complete, current, or free of error at all times. Laws, regulations, and clinical best practices change, and delays, omissions, or inaccuracies may occur.

Copyrighted Material: Any third-party copyrighted material referenced on the Site is used, where applicable, in a manner intended to qualify as fair use for purposes such as commentary, education, or discussion. If you believe your copyrighted material has been used inappropriately, please contact us so the matter can be addressed.

User Comments: Any comments posted by users on the Site are the sole responsibility of the person who posted them. Company does not endorse user comments and reserves the right to remove any comment at its discretion.

Questions About This Disclaimer: If you have questions about this Disclaimer, please contact us: Email info@CliftonFuller.com; Phone: 210-970-1511 Mail: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998

Last updated: 8/31/2026

HIPAA NOTICE OF PRIVACY PRACTICES: Clifton Fuller, LCSW-S, LPC-S, LMFT-S — CH Fuller and Associates, LLC

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

How We Use and Disclose Your Protected Health Information: This notice describes how we may use and disclose your Protected Health Information ("PHI") to provide treatment, obtain payment, and carry out health care operations, along with other purposes permitted or required by law, and describes your rights to access and control your PHI. PHI is information, including demographic information, that may identify you and that relates to your past, present, or future physical or mental health or condition, or related health care services.

We are required by law to maintain the privacy of PHI, to provide notice of our legal duties and privacy practices, and to follow the terms of the notice currently in effect. We may change the terms of this notice at any time. The current version of this notice is always posted at www.CliftonFuller.com and available through your secure patient portal.

This notice is effective for all PHI we maintain at the time, as well as PHI we receive in the future. You may obtain a revised Notice of Privacy Practices at any time by contacting our office or through your secure patient portal.

Uses and Disclosures of PHI: Examples below describe ways we may use or disclose PHI. They are not all-inclusive and describe categories of use and disclosure that are permitted; even where listed, our office may never have occasion to make a particular disclosure.

Legacy Substance Use Disorder Treatment Records: CH Fuller and Associates previously provided substance use disorder diagnosis, treatment, or referral for treatment services and, in doing so, met the federal definition of a "Part 2 program" under 42 CFR Part 2. CH Fuller and Associates no longer provides substance use disorder treatment services. However, any records created during the period we provided those services remain protected under 42 CFR Part 2. This means such records may not be disclosed or used except as permitted by Part 2 and, where applicable, HIPAA, and generally require your specific written consent before they can be shared, including for treatment, payment, or health care operations. If you believe we hold substance use disorder treatment records concerning you

from this earlier period, you may contact us using the information below to request access, request a copy, or ask questions about how those records are protected.

Social Security Number: We do not file insurance claims and will not ask for your Social Security number. Your insurance company has that information, and when you file your own claim, you provide your Social Security number directly to your insurance carrier. This provides a greater level of security to our clients, since Social Security number information is never shared with our office or your therapist.

For Treatment: to provide, coordinate, or manage your health care treatment and related services. For example, to a physician treating you (upon your written request), to a physician to whom you have been referred to ensure they have information necessary to diagnose or treat you, or to another health care provider (such as specialist or laboratory) who, at your physician's written request, becomes involved in your care.

For Payment: for health care services. We require payment at the time of your session. You are provided a statement in your secure patient portal following each session, and you may file for insurance reimbursement directly with your insurer if you choose.

For Health Care Operations: so that clients receive quality care, and for practice management purposes. For example, we may view treatment methods and outcomes to improve the quality of care we provide, or use records for internal training, licensing, or auditing purposes.

Appointment Reminders and Related Communications: for appointment reminders, scheduling, and to tell you about treatment options, alternatives, or health-related benefits or services that may interest you, and for administrative contact such as birthday greetings.

Plan Sponsors: to an employer or group health plan, upon request, in limited circumstances permitted by law.

Others Involved in Your Health Care: to a family member, relative, close friend, or other person you identify in writing as involved in your care. If you are unable to agree or object, we may disclose PHI as necessary if we determine, using professional judgment, that it is in your best interest — for example, to notify a family member or personal representative of your location, general condition, or death, or to assist disaster relief efforts.

As Required by Law: to the extent required by law, including in compliance with a court order, and limited to the relevant requirements of that law. Where required, you will be notified of such use or disclosure.

Public Health Activities: to a public health authority permitted by law to collect or receive information for purposes such as controlling disease, injury, or disability, or to a government agency collaborating with a public health authority.

Business Associates: to business associates who perform functions on our behalf (for example, a scheduling service) when the information is necessary for those functions. All business associates are contractually obligated to protect PHI and may not use or disclose it beyond what the contract specifies.

Infectious Disease Exposure: if authorized by law, to a person who may have been exposed to a communicable disease or is otherwise at risk of contracting or spreading it.

Health Oversight Activities: to health oversight agency for activities authorized by law, such as audits, investigations, or inspections, including agencies overseeing the health care system, government benefit programs, and civil rights laws.

Abuse or Neglect: to a public health authority authorized by law to receive reports of child abuse or neglect, or, if we believe you have been a victim of abuse, neglect, or domestic violence, to a government entity or agency authorized to receive such information, consistent with applicable federal and state law.

FDA-Regulated Products: to a person or company required by the FDA to report adverse events, product defects or problems, or biological product deviations; to track products; enable product recalls; to make repairs or replacements; or to conduct post-marketing surveillance, as required by law.

Legal Proceedings: in the course of judicial or administrative proceedings, in response to a court order or administrative tribunal (to the extent expressly authorized), and in certain circumstances in response to a subpoena, discovery request, or other lawful process.

Law Enforcement: as permitted by law, for purposes such as legal process, limited information requests for identification or location, information about victims of crime, suspected criminal conduct resulting in death, a crime occurring on our premises, or a medical emergency where a crime has likely occurred.

Research: to researchers when a research proposal has been approved by an institutional review board that has established protocols to protect the privacy of PHI.

To Avert a Serious Threat to Health or Safety: consistent with applicable federal and state law, if we believe disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public, or if needed for law enforcement to identify or apprehend an individual.

Military and National Security: to Armed Forces personnel under appropriate conditions, for activities deemed necessary by military command authorities, for VA benefit eligibility determinations, to a foreign military authority if you are a member of that country's armed forces; and to authorized federal officials for national security and intelligence activities, including protective services for the President or other authorized individuals.

Workers' Compensation: as authorized by workers' compensation or similar legally established programs.

Inmates: if you are an inmate of a correctional facility and we created or received your PHI while providing you care.

Data Breach Notification: to provide legally required notice of unauthorized acquisition, access, or disclosure of PHI. Notice may be sent directly to you or, where applicable, to your insurance carrier.

Required by the Secretary of HHS: when required by the Secretary of the U.S. Department of Health and Human Services to investigate or determine our compliance with the requirements of 45 CFR §164.500 et seq.

Special Protections for Certain Information: Certain federal and state laws provide special privacy protections for particular categories of health information, including HIV-related information, alcohol or substance use disorder information, mental health information, and genetic information. Some parts of this notice may not apply in full to these categories. Please contact our office if you have questions about how these protections apply to your records.

Uses and Disclosures Requiring Your Written Authorization: Other uses and disclosures of PHI not described above will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke your authorization in writing at any time, except to the extent we have already acted in reliance on it. Where a use or disclosure described in this notice is prohibited or more strictly limited by other applicable law, it is our intent to meet the requirements of the more stringent law.

Your Rights Regarding Your Health Information

- Right to inspect and copy:** you may inspect and obtain a copy of the PHI in your "designated record set" for as long as we maintain it, with a written request. Under federal law, this does not include psychotherapy notes, information compiled for use in a civil, criminal, or administrative proceeding, or PHI otherwise subject to a legal access restriction. If we maintain an electronic record, you may request a copy in electronic format, for yourself or a third party you identify in writing. We may charge a reasonable, cost-based fee for copies, limited to the cost of labor to make the copy, supplies, and postage if you ask us to mail it; this fee does not include time spent searching for or retrieving your records, or general overhead.

- Right to request restrictions:** you may ask us not to use or disclose part of your PHI for treatment, payment, or health care operations, or ask that certain information not be disclosed to family or friends involved in your care. Requests must be in writing and specific. We are not required to agree to a requested restriction, and if we do agree, we may not violate it except as needed to provide emergency treatment.

- Right to request that information not be sent to a third-party payer when you have paid in full out of pocket for a specific service and no claim is being submitted to that payer for that service.
- Right to request confidential communications: you may ask to receive communications from us by an alternative means or at an alternative location. We will accommodate reasonable requests and may ask how payment will be handled; we will not require an explanation for the request. Requests should be made in writing.
- Right to request an amendment: you may request, in writing and with your reasons, that we amend PHI about you that we maintain. Certain requests may be denied as permitted by law.
- Right to an accounting of disclosures: you may request a list of certain disclosures of your PHI made for purposes other than treatment, payment, or health care operations, subject to certain exceptions and limitations, and to fees for repeated requests.
- Right to a paper copy of this notice, upon request, even if you have agreed to receive it electronically.
- Right to notice of a breach: we are required to notify you by first-class mail within 60 days if your PHI is breached in a manner that poses significant risk of financial, reputational, or other harm, and the notice will describe what happened, steps you can take to protect yourself, and what we are doing in response.

Complaints or Questions: You may file a complaint or ask a questions to us in writing at our office, or to the Secretary of the U.S. Department of Health and Human Services, if you believe your privacy rights have been violated. We will not retaliate against you for filing a complaint. If you have a question about this notice, please contact our Privacy Officer, Clifton Fuller, at (210) 970-1511.

Contact Us: Records Requests must be in writing to Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998. Phone: (210) 970-1511

Originally Effective: February 1, 2018. Notice of Privacy Practices first adopted on February 1, 2018, and has been revised from time to time since. This Notice Most Recently Revised: August 31, 2026

Notice to Texas Consumers: Clifton Fuller Counseling — CH Fuller and Associates, LLC

This notice is provided in accordance with Texas Health and Safety Code §181.105.

How to Request Your Health Care Records: To request a copy of your health care records, contact our office by phone at 210-970-1511, by email at info@CliftonFuller.com, or through your secure client portal. Please include your full name, date of birth, the dates of service for the records requested, and a description of the specific records you are requesting. Please contact us to confirm receipt of any emailed request.

How to Contact Our Licensing Authority: Clifton Fuller is licensed by the Texas Behavioral Health Executive Council (BHEC), which regulates licensed professional counselors, licensed marriage and family therapists, and licensed clinical social workers in Texas.

Mail: Texas Behavioral Health Executive Council, 1801 Congress Avenue, Suite 7.300, Austin, Texas 78701

Phone: (512) 305-7700; 24-hour toll-free complaint line: (800) 821-3205

Website: bhec.texas.gov

How to File a Consumer Complaint: Complaints regarding the professional conduct of a licensed behavioral health provider may be filed with the Texas Behavioral Health Executive Council:

General consumer complaints may also be filed with the Texas Attorney General's Consumer Protection Division:

Online: consumerprotection.texasattorneygeneral.gov/consumercomplaintportal/s/ Mail: Office of the Attorney General, Consumer Protection Division, P.O. Box 12548, Austin, Texas 78711-2548, (800) 621-0508

About This Practice: CH Fuller and Associates, LLC provides counseling and coaching services exclusively by telehealth and does not maintain a physical office location. This notice is posted on our website in place of physical

facility signage. Contact Us: Email: info@CliftonFuller.com (pls call to confirm receipt of email); or via
Phone: 210-970-1511; Mail: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998

RECORDS POLICY Subpoenas, Court Orders & Litigation Requests — Internal Policy; Clifton Fuller Counseling — CH
Fuller and Associates, LLC

Purpose and Scope: This policy applies whenever Provider receives a subpoena, court order, deposition notice, or other legal demand from a court, attorney, or party to litigation for client records — including requests if the client is not the one asking, such as subpoena from an opposing party in a divorce or custody case. This policy does not apply to a client's own request to access or receive a copy of their own records; that process is governed separately by our HIPAA Notice of Privacy Practices.

Before Any Records Are Released: Texas law (Health and Safety Code Chapter 611) gives mental health records and communications confidentiality protection beyond what ordinary HIPAA disclosure rules require. A subpoena by itself — particularly one issued by an attorney under Texas Rule of Civil Procedure 176 rather than signed by a judge — is often not sufficient, on its own, to permit or require disclosure of these records.

No records will be released in response to a subpoena, deposition notice, or other litigation request unless at least one of the following is true:

- Provider has a current, specific written authorization signed by the client (or their legally authorized representative) permitting this disclosure; or
- The request is accompanied by a court order signed by a judge compelling disclosure; or
- Provider's attorney confirms that one of the specific statutory exceptions in Health and Safety Code §611.006 applies (example: custody or guardianship proceedings, litigation initiated by a client, written waiver of confidentiality).

Record Review and Redaction: Once a valid legal basis for disclosure has been confirmed, Provider will review the requested record before producing it, and will redact any material that falls outside the scope of the authorization, order, or applicable exception — for example, information about a third party (such as another family member) discussed during a session, where that information is not properly part of what was authorized or ordered to be disclosed.

Fees for Litigation-Related Record Production: This is a third-party litigation request, not a client's own request for access to their records, so it is not governed by HIPAA's patient-access fee limits under 45 CFR §164.524(c)(4), which apply only to an individual's request for their own records; that scenario is instead addressed by our HIPAA Notice of Privacy Practices.

- **Records Review-Preparation:** \$200.00 per hour, covers time required to review, redact, and compile requested record.
- **Custodian of Records Affidavit:** \$25.00, if a sworn affidavit is requested under Texas Rule of Evidence 902(10), to allow the records to be authenticated without live testimony.
- **Additional Certified Copies or Sets:** \$15.00 per additional set, if more than one set is requested (for example, four sets for multiple parties, a judge, courtroom proceedings).
- **Postage or Delivery:** actual cost. All records will be sent via certified mail.
- **Expedited or Rush Processing, if applicable:** additional \$150.00. (for less than 72 hours' notice).

Payment: Unless a court orders otherwise, fees for record production in response to third-party subpoena or litigation request are billed to requesting party, not to the client, and must be paid in full (electronically) 72 hours before requested appearance.

Testimony and Court Appearances: This policy addresses record production only. If Provider is asked to testify, appear at a deposition, or otherwise participate personally in a legal proceeding, that is a separate matter — with its own considerations around professional witness fees, scheduling, and potential conflicts with the therapeutic relationship and is governed by our separate expert/fact witness fee policy stated in our intake forms, rather than restated here.

Turnaround Time: Provider will respond to a valid subpoena or court order within the time required by the Texas Rules of Civil Procedure or the applicable order.

Directing Requests: Subpoenas and litigation-related record requests should be directed to: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998; Phone: 210-970-1511 Do not send records requested via email. For any questions, or confirmation of receipt of the records request, contact us at 210-970-1511.

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**Telehealth Policy:** All clients must agree to and sign the following policy in their intake, prior to seeking care, in order to seek counseling care from the offices of Clifton Fuller, C.H. Fuller and Associates, LLC.

1. Purpose of This Consent: This document explains what telehealth counseling/coaching is, its potential benefits and risks, and what one can expect when working with Clifton Fuller ("Provider," "I," "we") through telehealth. They should read it carefully and ask any questions before signing. Their signature indicates that they understand the information and agree to receive services by telehealth. This consent covers licensed clinical services. If a client instead seeks and receives life coaching services, note that coaching is not a licensed clinical service and is not covered by the confidentiality protections in Section 8 or by BHEC's oversight. If unsure which service being received, please ask before the initial session.

2. What Telehealth Is: Telehealth means receiving counseling or coaching services remotely, using secure video conferencing technology, rather than meeting in person. Provider offers services exclusively by telehealth and does not maintain a physical office for in-person sessions. Our offices use Counsol as our specific video platform, which operates under a signed BAA-Business Associate Agreement as required for HIPAA-compliant telehealth.

3. Potential Benefits of Telehealth:

- Increased privacy — sessions can happen from a private location of their choosing, without a waiting room or the need to explain whereabouts to others.
- Convenience and flexibility — no travel time, easier scheduling, access to care regardless of client's location within a licensed state.
- Continuity of care during travel, illness, or other circumstances that would otherwise interrupt in-person sessions.

4. Potential Risks and Limitations of Telehealth:

- Technology can fail. Video or audio may freeze, disconnect, or degrade in quality due to internet connectivity issues on either end.
- Telehealth may limit what Provider can observe compared to an in-person session (e.g., full body language, physical environment, or signs that might otherwise be noticed in person).
- Telehealth may not be appropriate for all situations, including certain safety concerns, active suicidal or homicidal crises, or conditions that require in-person, higher level of care. Provider will discuss with a client if, at any point, telehealth no longer appears to be a good fit and will help identify appropriate alternatives.
- While reasonable safeguards are used, no electronic transmission is ever 100% secure, and there is a small risk that electronic communications could be intercepted or accessed by an unauthorized party.

5. Your Location and Privacy During Sessions: For telehealth to work well and to protect a client's confidentiality, join sessions from a private space where there will be no interruptions or being overheard, using a secure and private internet connection (avoiding public Wi-Fi). Sessions should not be recorded by either party without both parties' prior written consent.

6. Where Counseling Clients Must Be Located: Provider is licensed to practice in the following state(s): Texas. Texas law generally requires that clinical services be provided only to clients who are physically located, at the time of each

session, in a state where Provider holds an active license. Clients agree to inform Provider in advance if they will be joining a session from a different state, so Provider can determine whether the session can take place.

7. Emergencies and Crisis Situations: Telehealth is not an emergency service, and Provider cannot guarantee an immediate response outside of scheduled sessions. If a client is experiencing a mental health emergency, are having thoughts of suicide or self-harm, or are otherwise in immediate danger, call or text 988 (the Suicide & Crisis Lifeline), call 911, or go to the nearest emergency room right away — do not wait for a scheduled session or a response to a message.

At the start of working together, and periodically thereafter, I will ask clients to provide: their physical address at the time of each session, a local emergency contact, and the nearest emergency room to your location. This information helps ensure an appropriate response can be coordinated if a crisis arises during a session.

Clients will be asked to provide an emergency contact on file and nearest emergency room / hospital.

8. Confidentiality: The same confidentiality protections that apply to in-person counseling apply to telehealth sessions, including the legal exceptions to confidentiality (such as risk of harm to self or others, or suspected abuse of a child, elderly, or disabled person) that you have been informed of in your general Informed Consent for treatment. Please see our HIPAA Notice of Privacy Practices for a full description of how your health information is used and protected.

9. Alternatives to Telehealth: Clients have the right to ask about alternatives to telehealth, including referral to a provider who offers in-person services. Provider is happy to discuss referral options if telehealth is not the right fit for a client's needs.

10. Technology Requirements: Telehealth sessions require a reasonably reliable internet connection and a device with camera and microphone capability. Technical difficulties happen occasionally; if a session is disrupted, Provider will attempt to reconnect or will contact you by phone to determine next steps.

11. Fees and Cancellations: Clifton Fuller (CH Fuller and Associates, LLC) does not accept insurance directly and is not in-network with any insurance panel. Session fees are collected automatically at the time of service, using the credit card on file in a client's secure portal. If client wants to seek reimbursement from their insurance company, documentation to submit, a superbill, is available 24/7 in your client portal under "billing." Clients submit all claims directly to their insurer; reimbursement is determined by a client's plan and is never guaranteed.

Appointments must be cancelled or rescheduled at least 24 hours in advance, through your client portal or by calling our office at 210-970-1511. Once an appointment is within 24 hours of its scheduled time, it is considered locked in, and the current full session rate will be charged automatically to the card on file, whether the session is cancelled late, rescheduled late, or missed. A \$35 fee applies if that charge is declined. Exceptions may be considered for documented emergencies. Full details are provided in our separate Cancellation & No-Show Policy, which is provided to alongside this consent.

12. Right to Withdraw Consent: A client may withdraw your consent to telehealth services at any time, without affecting their right to future care by another provider (as our offices provide telehealth services only), by notifying Provider. Because Provider offers services exclusively by telehealth, withdrawing consent to telehealth means Provider will assist you in identifying an appropriate in-person referral.

13. Questions or Complaints: If a person has questions about this consent, please ask before signing it in your intake. The Texas Behavioral Health Executive Council (BHEC) investigates misconduct by family therapists, professional counselors, psychologists, and social workers. If a client has a complaint against a licensed professional, contact BHEC by mail at 1801 Congress Avenue, Suite 7.300, Austin, Texas 78701; by 24-hour toll-free line at (800) 821-3205; or at [bhec.texas.gov](http://bhec.texas.gov).

14. All clients must acknowledge they have read (or had read to them) the Telehealth Informed Consent in their intakes (documents they sign in order to receive services) and understand the information provided. They have had the

opportunity to ask questions, and voluntarily consent to receive counseling/coaching services from Clifton Fuller by telehealth.

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TERMS OF SERVICE: Clifton Fuller Counseling — CH Fuller and Associates, LLC

1. **Acceptance of Terms:** By accessing or using this website located at <https://www.CliftonFuller.com> (the "Site"), operated by Clifton Fuller, LCSW-S, LPC-S, LMFT-S, and CH Fuller and Associates, LLC ("Company," "we," "us," or "our"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree, please do not use the Site. Your use of the Site is also governed by our Privacy Policy, which describes how we collect and use information through the Site.
2. **Who These Terms Apply To:** These Terms govern your use of the Site as a visitor — including reading blog content, submitting a contact form, signing up for our newsletter, or purchasing a book through a third-party retailer link. These Terms do not govern the clinical relationship between Company and its therapy or coaching clients. That relationship is governed separately by a signed Informed Consent and Telehealth Consent agreement provided before treatment begins, along with our Notice of Privacy Practices (HIPAA). If anything in these Terms conflicts with a signed client agreement, the signed client agreement controls for clinical services. Your use of the Site is also governed by our Privacy Policy, which describes how we collect and use information through the Site and is incorporated into these Terms by reference.
3. **Eligibility:** The Site is intended for use by individuals at least 18 years old. If under 18, use the Site only with permission of a parent or guardian.
4. **If You Are in Crisis:** If you are having thoughts of suicide or self-harm, or are otherwise in immediate danger, call or text 988 (Suicide & Crisis Lifeline), call 911, or go to your nearest emergency room. Site is not monitored for emergencies, and no crisis response is provided through Site, by email, text, or through any online form.
5. **No Therapist-Client Relationship Through the Site:** Browsing the Site, reading blog content, submitting a contact form, or signing up for the newsletter does not create a therapist-client relationship with Company and is not a request for, or receipt of, clinical treatment. A therapist-client relationship begins only after a formal intake process and a signed Informed Consent for treatment.
6. **Telehealth Services:** Company provides services exclusively by telehealth and are subject to a separate Telehealth Informed Consent signed by each client before treatment begins to address risks and benefits of remote treatment, technology, privacy safeguards, and emergency procedures.
7. **Accounts and Client Portal:** If the Site allows you to create an account such as a client portal or for scheduling, you are responsible for maintaining confidentiality of your login credentials and all activity under your account. Notify us immediately of any suspected unauthorized use.
8. **Purchases:** Site may link to third-party retailers (such as Amazon) to purchase books by Clifton Fuller. Those purchases are governed by retailer's own terms and policies. Company is not a party to that transaction nor responsible for order fulfillment, payment processing, shipping, or returns.
9. **Newsletter and Communications:** By submitting your email address through our newsletter or contact form, you consent to receive communications from us. You may unsubscribe from marketing emails at any time using the link provided in each email.
10. **Intellectual Property:** All content on the Site — including text, graphics, logos, and images, and the compilation thereof — is the property of Company or its licensors and is protected by copyright and other intellectual property laws. You may view and share content for personal, non-commercial use, but may not reproduce, distribute, modify, or create derivative works from Site content without Company's prior written permission.

11. **Acceptable Use:** You agree not to use the Site for any unlawful purpose; attempt to gain unauthorized access to Site or its systems; use any automated means to access or collect data from Site without permission; impersonate any person or entity; or interfere with Site's operation or security.
12. **User-Submitted Content:** If the Site allows comments or other user submissions, you are solely responsible for what you post. Company does not endorse user submissions, may moderate or remove any submission at its discretion, and is not liable for content posted by users.
13. **Third-Party Links:** The Site may link to third-party websites not owned or controlled by Company. Company is not responsible for the content, accuracy, or privacy practices of any linked site.
14. **Disclaimer of Warranties:** To the maximum extent permitted by law, the Site and its general informational content are provided "as is" and "as available," without warranties of any kind, express or implied, including warranties of accuracy, completeness, merchantability, fitness for a particular purpose, and non-infringement.
15. **Limitation of Liability:** This limitation applies only to your use of the Site's general content and functionality — browsing, contact forms, newsletter, and purchases of books through third-party retailers. It does not apply to, limit, or waive any liability related to professional clinical services provided under a signed Informed Consent or treatment agreement, which are governed separately by applicable standards of care and law. Subject to the foregoing, to the maximum extent permitted by law, Company will not be liable for indirect, incidental, consequential, or special damages arising from your use of, or inability to use, the Site's general content.
16. **Indemnification:** You agree to indemnify and hold Company harmless from claims, damages, or expenses arising out of your misuse of the Site or violation of these Terms. This section does not apply to, and does not create any indemnification obligation related to, professional clinical services provided under a signed Informed Consent or treatment agreement.
17. **Governing Law and Disputes:** These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Any dispute arising from use of Site's general content (not related to clinical services) shall be resolved in the state or federal courts in Bexar County, TX.
18. **Changes to These Terms:** Company may update these Terms at any time. Updates will be posted on this page with a revised "Last updated" date. Continued use of the Site after changes are posted constitutes acceptance of the revised Terms.
19. **Termination:** Company may suspend or terminate your access to the Site at any time, for any reason, without notice.
20. **Severability:** If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.
21. **Licensing and Complaints:** The Texas Behavioral Health Executive Council (BHEC) investigates misconduct by family therapists, professional counselors, psychologists, and social workers. If you have a complaint against a licensed professional, you may file a notice with BHEC through the following methods: Mail: BHEC, 1801 Congress Ave., Ste 7.300, Austin, Texas 78701; 24-hour, toll-free system: (800) 821-3205; or bhec.texas.gov.
22. **Contact:** Questions about Terms: Phone: 210-970-1511; Mail: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998

Last updated: 08/31/2026

WEBSITE PRIVACY POLICY: Clifton Fuller Counseling — CH Fuller and Associates, LLC (Website Privacy Policy)

1. **Scope of This Policy:** This Privacy Policy describes how Clifton Fuller, LCSW-S, LPC-S, LMFT-S, and CH Fuller and Associates, LLC ("Company," "we," "us," or "our") collects, uses, and protects information gathered through our

website at <https://www.CliftonFuller.com> (the "Site"). This policy applies to general website activity — such as browsing, submitting a contact form, or subscribing to our newsletter.

This policy does NOT apply to protected health information (PHI) collected in connection with clinical treatment. If you are a client, the collection, use, and protection of your health information is governed by our HIPAA Notice of Privacy Practices, provided to you separately at intake.

2. Information We Collect: Information you provide directly: your name, email address, phone number, and any message content when you submit a contact form, sign up for our newsletter, or otherwise reach out through the Site.

Information collected automatically: when you visit the Site, certain technical information may be collected automatically, such as your IP address, browser type, device type, referring pages, and pages visited, typically through cookies or similar tracking technologies and analytics tools (such as Google Analytics).

3. How We Use Information: We use the information collected to: respond to inquiries submitted through the Site; send newsletter or other communications you have opted into; understand and improve how visitors use the Site; and maintain the security and proper functioning of the Site. We do not sell your personal information to third parties.

4. Cookies and Tracking Technologies: The Site may use cookies and similar technologies to support basic functionality and to understand website usage through analytics. You can control or disable cookies through your browser settings; disabling cookies may affect some Site functionality.

5. How Information Is Shared: We may share information with trusted third-party service providers who help us operate the Site — for example, website hosting, email newsletter delivery, and analytics providers — solely for the purpose of performing those services on our behalf. We may also disclose information if required to do so by law or in response to valid legal process.

6. Data Security: We use reasonable administrative and technical measures intended to protect information submitted through the Site. However, no method of electronic transmission or storage is completely secure, and we cannot guarantee absolute security.

7. Children's Privacy: The Site is not directed to children under 13, and we do not knowingly collect personal information from children under 13 through the Site.

8. Your Choices: You may unsubscribe from newsletter or marketing emails at any time using the link provided in each email. You may also contact us directly to ask what information we hold about you or to request that it be deleted, subject to any records we are required to retain by law.

9. Third-Party Links: The Site may contain links to third-party websites, including retailers where our books can be purchased. We are not responsible for the privacy practices of any third-party site, and we encourage you to review their privacy policies directly.

10. Changes to This Policy: We may update this Privacy Policy from time to time. Updates will be posted on this page with a revised "Last updated" date.

11. Relationship to Our HIPAA Notice of Privacy Practices: If you become a client, your protected health information is handled in accordance with our HIPAA Notice of Privacy Practices, which is provided to and reviewed with you separately before treatment begins, and which describes your rights regarding your health information in detail.

12. Contact Us: Questions about this Privacy Policy: Phone: 210-970-1511; Mail: Clifton Fuller, 12951 Huebner Rd, Ste 781466, San Antonio, TX 78230-9998; Email: info@CliftonFuller.com

Last updated: 08/31/2026