

Duke TeleTherapy Services PLLC

Mailing Address: 448 W 19th St Mailbox #674, Houston TX 77008

Contact E-mail: lambert.slp@duketelespeechtherapy.com

Contact Phone Number: +1(210)595-9247

Notice of Privacy Practices

This notice describes how Duke TeleSpeech Therapy may use and disclose your health information. It also explains how you can get access to this information. Please review it carefully.

Privacy Practices in Summary

Patient Rights. *You have the right to:*

Get a copy of your paper or electronic medical record.	Correct your paper or electronic medical record.
File a complaint if you believe your privacy rights have been violated.	Ask us to limit the information we share about you.
Get a list of those with whom we've shared your information.	Get a copy of this Notice of Privacy Practices.
Request that we use only confidential communication methods with you.	Choose someone to act on your behalf.

Patient Choices. *You have choices about how we use your information:*

If we tell your family or friends about your conditions.	If we provide disaster relief services.
If we sell your information.	If we market our services.

Our Uses and Disclosures of Your Information. *We may use your information when we conduct these activities:*

Help with public health and safety issues.	Bill you or a third party for our services.
Comply with the law.	Conduct research.
Respond to lawsuits and legal actions.	Address law enforcement or other government requests.
Treat you.	Perform privacy reviews and audits.

Privacy Practices in Detail

Detailed Patient Rights. *You have certain rights. This section explains some of your rights and some of our related responsibilities.*

<p><i>You may:</i></p> <p>Obtain an electronic or paper copy of your medical record.</p>	<p>You may ask us to see or obtain an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this. Under most circumstances, we will provide you with a copy or a summary of your health information within 15 days of your request. You may also request that we send your medical record or other information to another person or entity. We may charge a reasonable, cost-based fee.</p> <p>Please note, you don't have the right to access information that does not directly relate to you. This may include, but is not limited to, business planning records, quality assessment records, or management records used for business decisions generally rather than to make decisions about you as an individual.</p>
<p><i>You may:</i></p> <p>Ask us to correct the information in your medical record.</p>	<p>You may ask us to correct health information in your record that you believe is incorrect or incomplete. Ask us how to do this. If we deny your request, we will provide you with a written explanation for that denial within 60 days.</p>
<p><i>You may:</i></p> <p>Request confidential communications from us.</p>	<p>You may ask us to contact you in a specific way (e.g., cell phone only), or to send mail to a different address (e.g., a parent's home). We will comply with all reasonable requests.</p>
<p><i>You may:</i></p> <p>Ask us to limit what information we use or share.</p>	<p>You may ask us to refrain from using or sharing certain health information for your treatment, in our operations, or to obtain payment for our services. We are not required to comply with your request, and we may decline your request if we reasonably believe that it would affect your care. If we do accept your request, then we must comply with all agreed restrictions, except for purposes of treating you in a medical emergency.</p> <p>If you pay for our services or a healthcare item in full out-of-pocket, you may ask that we not share that information for the purpose of securing payment or sharing our healthcare operations with your health insurer. We will agree to this request unless a law requires otherwise.</p>

<p><i>You may:</i></p> <p>Request a copy of this Notice of Privacy Practices.</p>	<p>You may request a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.</p>
<p><i>You may:</i></p> <p>Request a list of those with whom we have shared information about you.</p>	<p>You may request a list (called an accounting) of the times that we have shared your health information for the six years prior to the date of your request. The accounting will include the recipient and the reason your information was shared. We will include all disclosures except for those relating to treatment, payment, healthcare operations, and certain other disclosures (e.g., those you asked us to make). We will provide you with one accounting per year at no cost, but we will charge a reasonable, cost-based fee if you request another within 12 months.</p>
<p><i>You may:</i></p> <p>Choose someone to act on your behalf.</p>	<p>If you have given someone your medical power of attorney, or if someone is your legal guardian, that person may exercise your rights and make choices about your health information. We will verify that this person has this authority and can act for you before we take any action.</p>
<p><i>You may:</i></p> <p>File a complaint if you feel your privacy rights are violated.</p>	<p>You may complain to our Privacy Officer if you believe we violated your rights. You may also file a complaint by sending a letter to:</p> <p style="text-align: center;">U.S. Dept. of Health and Human Services Office for Civil Rights 200 Independence Avenue, S.W. Washington, D.C. 20201</p> <p>You may also call (877) 696-6675 or visit www.hhs.gov.</p> <p>We will not retaliate against you for filing a complaint.</p>
<p><i>You may:</i></p> <p>Ask us to correct the information in your medical record.</p>	<p>You may ask us to correct health information in your record that you believe is incorrect or incomplete. Ask us how to do this. If we deny your request, we will provide you with a written explanation for that denial within 60 days.</p>
<p><i>You may:</i></p> <p>Ask us how we treat records relating to substance use disorders, reproductive health, and for use in any civil, criminal, administrative,</p>	<p>Your records relating to substance use disorders and reproductive health are subject to heightened privacy standards. In order for us to disclose those records, we require your express consent on a form separate from our standard information disclosure form. Before we may disclose any of your records for use in a civil, criminal, administrative, or legislative proceeding, you must first consent to the disclosure</p>

or legislative proceeding.	on an information disclosure form separate and apart from other disclosure forms.
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Detailed Patient Choices. *You have some choices about how we use and disclose your information. If you have a clear preference for how we share your information in the situations described below, please discuss that with us so we may respect your wishes.*

In these situations, you have a right and a choice to instruct us as to how you'd like us to:

- Share information with your family or others involved in your care.
- Share information as we respond to a disaster relief situation.

If you cannot tell us your preference (e.g., if you are incapacitated), we may share your information as we believe is in your best interest. We may share your information when it is necessary to lessen a serious and imminent threat to health or safety. You may also designate someone to tell us your preference on your behalf.

In other situations, however, we will never share your information unless you provide us with your written permission:

- When we seek to use your information for our marketing purposes.
- When we seek to sell your information.
- When we seek to share any patient notes or HIV-related information from your record.

Detailed Uses and Disclosures by our Practice. *The most common ways we use or share your health information include when we:*

<i>Treat you.</i>	We can use your health information and share it with other professionals who are treating you. This may include the sharing of information with covered entities that are not part of your direct treatment team.
<i>Operate our practice.</i>	We can use and share your health information to run our practice, improve your care, and contact you.
<i>Bill for our services.</i>	We can use and share your health information to bill and obtain payment from health plans or other entities.

The less common ways we use or share your health information include when we:

Report suspected abuse, neglect, or domestic violence.	Report adverse medication reactions.
Assist with public health and safety issues.	Prevent or reduce a serious threat to anyone's health or safety.
Conduct research.	Prevent disease.
Support government functions such as military, national security, and presidential protective services.	Contribute to the public good or assist with public health and research.
Respond to workers' compensation claims.	Support health oversight agencies' activities as authorized by law.
Comply with state or federal laws.	Respond to law enforcement requests.
Assist with product recalls.	Respond to lawsuits and legal actions.
Respond to court or administrative agency orders or subpoenas.	Demonstrate to HHS that we are compliant with federal privacy laws.

We must comply with several conditions in the law before we can share your information for these purposes. For more information, see:

hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers.

Detailed Practice Responsibilities.

The law requires us to maintain the privacy and security of your protected health information. This includes maintaining reasonable and appropriate administrative, technical, and physical safeguards to protect the unauthorized use or disclosure of your protected information. We will alert you promptly if a breach occurs that may have compromised the privacy or security of your information. Additionally, we will mitigate, to the extent practicable, any harmful effect we learn was caused by a breach of privacy. We must comply with the duties and privacy practices described in this notice, and we must offer you a copy of this document. We will not use or share your information, other than as described here, without your express written permission. If you authorize the use or disclosure of your information, you may revoke that authorization in writing at any time. *For more information, visit HHS' website at hhs.gov/hipaa/for-individuals/notice-privacy-practices.*

State Law Requirements.

Duke TeleSpeech Therapy provides professional services in Texas. In addition to the federal laws indicated above, Texas sets forth specific requirements concerning the privacy and security of your health information. Some states provide more stringent rules than the federal HIPAA laws concerning privacy and security. State laws prevail over federal privacy laws when they are more stringent than federal rules.

Complaints: If you believe your privacy has been violated, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

About This Notice.

- This notice is adopted as of July 2025.
- Our Chief Privacy Officer is Katrina Lambert.
- You can contact our Chief Privacy Officer to file a complaint if you feel your rights have been violated or to ask further questions about your privacy rights.
- We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request.

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Website Privacy Policy

Effective Date: July 11, 2025

Last Updated: July 11, 2025

Duke TeleTherapy Services PLLC ("we," "our," or "us") is committed to protecting your privacy. This Privacy Policy outlines how we collect, use, and protect your information when you visit <https://www.duketelespeechtherapy.com/>.

Information We Collect

We may collect personal information, including:

- Name, email address, phone number (when submitted through contact forms).
- Payment information (when purchasing services).
- IP address, browser type, and device data (for website analytics).

How We Use Your Information

- To provide and improve our services.
- To communicate with you (e.g., appointment reminders, responses to inquiries).
- To process transactions securely.
- To comply with legal requirements.

Protected Health Information

To the extent this website transmits or stores protected health information ("PHI"), our activities as they relate to this website comply with the Health Insurance Portability and Accountability Act ("HIPAA"). The protections extended to our records and data are not necessarily extended to non-PHI-related information shared or transmitted on this website unless expressly stated otherwise. Other than as necessary to schedule an appointment or submit an inquiry through any HIPAA-compliant third-party vendor's portal, it is important that you do not use, provide, transmit, store, or disclose any PHI through our website. We have no affirmative duty to monitor the sensitivity or type of data that you might use, provide, transmit, store, or disclose while using this website. If you use, provide, transmit, store, or disclose PHI in connection with this website, you agree to indemnify the practice and its owners, employees, agents, and affiliates against any damages, losses, liabilities, judgments, costs, or expenses arising out of such use, provision, transmission, storage, or disclosure of PHI.

Cookies and Tracking Technologies

We may use cookies and similar tracking technologies to enhance user experience and analyze website performance. You can control cookie settings through your browser preferences.

Third-Party Sharing

We do not sell, trade, or rent your personal information. We may share your data with:

- Service providers (e.g., payment processors, scheduling software).
- Legal authorities when required by law.

Social Media

Your participation in our social media platforms indicates your agreement that we may monitor and remove any postings or content that we, at our sole discretion, deem to be inappropriate, and may also discontinue your access to our social media platforms on any reasonable basis. Our social media activity does not constitute personal health advice or treatment. Please be cautious not to disclose personally identifiable information on our social media. We have no affirmative duty to monitor our social media accounts. Your use signifies your understanding that we may monitor, prohibit, restrict, block, suspend, terminate, or delete your access to our social media at any time. If you post content on our social media, you provide us with a non-exclusive, royalty-free, and worldwide license to reproduce, distribute, edit, reformat, publish, or display the content for any purpose.

Data Security

We implement reasonable security measures to protect your personal information. However, no online transmission is 100% secure.

Your Rights

Depending on your location, you may have rights to:

- Access, update, or delete your personal information.
- Opt-out of marketing communications.

Contact Us

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Website Terms and Conditions

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Last Updated: July 11, 2025

Welcome to <https://www.duketelespeechtherapy.com/>. By using this website, you agree to these Terms and Conditions.

Use of Website

- We hereby grant you a limited, personal, nonexclusive, and nontransferable license to use and display the content on this website so long as you comply with these terms and conditions and our privacy policy, and you do not modify, delete, or change any copyright, trademark, or other proprietary notice.
- You agree to use this site only for lawful purposes.
- Unauthorized use, including hacking or data mining, is prohibited. You may not use this website or its content for any unlawful purpose, to solicit others to perform or participate in unlawful acts, for any obscene purpose, to violate any regulations or laws, to submit false or misleading information, to upload or transmit any type of malicious code that will affect the functionality or operation of the website, or to collect or track the personal information of others.
- Except as provided herein, you may not copy, reproduce, modify, use, republish, upload, post, transmit, or distribute any of the content on this website, and you may not redeliver or present any of the pages, text, images, or other content on this website using “framing” technology, nor systematically retrieve data, information, or the content to create a collection, compilation, database, or directory.
- We reserve all rights not expressly granted.

Information about Minors

This website does not knowingly collect personally identifiable information from any person we know to be under the age of 18. If we inadvertently come to possess personally identifiable information about a minor, we will not knowingly disclose such information to any third party.

Intellectual Property

All content on this website (text, graphics, logos) is owned by Duke TeleTherapy Services PLLC, is protected by applicable copyrights, trademarks, service marks, patents, or other proprietary rights and laws, and may not be copied, reproduced, or distributed without permission. By using this website you agree not to sell, license, rent, modify, copy, distribute, reproduce, transmit, redistribute, publicly display or perform, publish, adapt, edit, or create derivative works from the content on this website.

We respect intellectual property rights. If you believe that information on our website constitutes a copyright or trademark infringement, please provide us with the following information: (1) the claimed infringement; (2) reasonably sufficient information to allow us to locate the claimed infringement on the website; (3) the owner or complaining party's contact information, including name, address, and email address; (4) the owner's signature; (5) a statement by the owner that the owner has a good faith belief that the use of the copyright or trademark is not authorized by the copyright or trademark owner, its agent, or the law; (6) a statement, under penalty of perjury, that the information is accurate, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Under a valid Digital Millennium Copyright Act takedown notice, we will notify you if we have removed copyright-protected material.

Under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Disclaimer

- The information on this website is for educational and informational purposes only.
- It does not constitute professional or licensed healthcare advice or create a provider-client relationship between us. Always consult a qualified professional for medical, speech-language, or occupational therapy concerns.
- Your visit to and use of this website does not create any duty for us to follow up with you about any healthcare condition, diagnosis, or treatment.

Protected Health Information

To the extent this website transmits or stores protected health information ("PHI"), our activities as they relate to this website comply with the Health Insurance Portability and Accountability Act ("HIPAA"). The protections extended to our records and data are not necessarily extended to non-PHI-related information shared or transmitted on this website unless expressly stated otherwise. Other than as necessary to schedule an appointment or submit an inquiry through any HIPAA-compliant third-party vendor's portal, it is important that you do not use, provide, transmit, store, or disclose any PHI through our website. We have no affirmative duty to monitor the sensitivity or type of data that you might use, provide, transmit, store, or disclose while using this website. If you use, provide, transmit, store, or disclose PHI in connection with this website, you agree to indemnify the practice and its owners, employees, agents, and affiliates against any

damages, losses, liabilities, judgments, costs, or expenses arising out of such use, provision, transmission, storage, or disclosure of PHI.

Limitation of Liability

The information on this website is provided on an “as is” basis. We make no representations and no express or implied warranties concerning the content or otherwise regarding this website or any website linked through this website.

To the fullest extent permitted by law, we disclaim all express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant the accuracy, reliability, completeness, currentness, timeliness, or availability of this website or the content of any website linked through this website.

Duke TeleTherapy Services PLLC is not responsible for any losses or damages resulting from the use of this website, any linked websites, or information contained in this website or linked websites. Your sole and exclusive remedy against Duke TeleTherapy Services PLLC is to stop using this website.

Enforcement of These Terms and Conditions

Any adversarial proceedings that arise out of these terms and conditions will be governed by the laws of the state of Texas, without giving effect to its principles of conflicts of law. If any provision of these terms and conditions is held to be unenforceable, then such provision will be modified to the minimum extent necessary to make it enforceable or disregarded if such modification is not permitted by law. You agree that if an unenforceable provision is modified or disregarded under this paragraph, then the rest of these terms and conditions will remain in effect as written.

Affiliate Disclaimer

Under the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Sections 255.0 through 255.5, we reserve the right to provide links on this website that may be affiliated links. This means that we may be paid if you purchase products or services through our affiliates’ links. We only provide affiliated links for products or services that we believe will add value to our visitors.

Changes to Terms

We reserve the right to update these Terms at any time without notice. Continued use of the website constitutes acceptance of the updated terms.

Contact Us

If you have any questions, contact us at lambert.slp@duketelespeechtherapy.com. Access, update, or delete your personal information.

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Non-Discrimination Policy

Duke TeleTherapy Services PLLC is committed to providing high-quality services in an environment that respects and values diversity.

We do not discriminate based on:

- Race, ethnicity, or national origin
- Religion or creed
- Gender, gender identity, or gender expression
- Sexual orientation
- Age
- Disability
- Marital or familial status
- Socioeconomic status
- Military status or veteran status

Commitment to Equal Access:

Our practice is dedicated to ensuring all clients receive equal access to services. We provide reasonable accommodations to individuals with disabilities in compliance with the Americans with Disabilities Act (ADA) and other applicable laws.

Reporting Concerns:

If you believe you have been subject to discrimination, please contact Duke TeleTherapy Services PLLC at lambert.slp@duketelespeechtherapy.com and/or call at 1-210-595-9247. All reports will be reviewed in a confidential and timely manner.

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Notice of Right to Receive a Good Faith Estimate of

Expected Charges Under the No Surprises Act

You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost.

Under the law, healthcare providers need to give patients who don’t have insurance or who selfpay for their services an estimate of the bill for medical items and services (including speechlanguage pathology services).

You have the right to receive a Good Faith Estimate for the total expected cost of any nonemergency items or services, including speech-language pathology services.

Ensure your healthcare provider gives you a Good Faith Estimate in writing at least one business day before your services begin. You can also ask your healthcare provider and any other provider you choose for a Good Faith Estimate before you schedule an item or service.

If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.

Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or call the U.S. Department of Health and Human Services (HHS) at 1-800-985-3059.

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