

Bayou City Breastfeeding, LLC**General Consent***Version 2026.1 • Effective 05/04/2026*

This General Consent applies to all clients of Bayou City Breastfeeding clinicians, including lactation, chiropractic, and other services offered by the practice. It explains how Bayou City Breastfeeding collects and uses your information, communicates with you and your healthcare team, protects your privacy, and outlines general office policies. Service-specific treatment procedures, risks, and alternatives are addressed in the Treatment Consent for the scheduled service.

Use and Disclosure for Care

I understand that Bayou City Breastfeeding may collect, use, and disclose my protected health information, and when applicable my baby's protected health information, for treatment, payment, and health care operations as permitted by HIPAA and Texas law. This includes communication with my or my baby's treating providers, insurers, and authorized billing partners. This paragraph is a description of permitted uses and disclosures; any use or disclosure that requires a separate written authorization under federal or Texas law will be handled through a separate authorization form, which I may revoke in writing at any time.

Communication Policy

I understand that I am responsible for informing Bayou City Breastfeeding of any changes I feel are necessary in my care plan during my visit or during follow-up communications. Follow-up messages after a visit may become part of my medical record. Bayou City Breastfeeding may respond to routine follow-up questions as part of care coordination, but electronic messaging is not a substitute for urgent medical care or a scheduled visit when one is needed.

Care Communications: I consent to Bayou City Breastfeeding contacting me by phone, secure message, email, or SMS text for appointment reminders, care coordination, billing follow-up, and similar non-marketing communications. BCB will offer at least one secure messaging option (currently Spruce Health) for sensitive communications, and BCB does not require me to use it. Standard email, SMS, and social-media messaging may not be secure or HIPAA-compliant, may be read by others, and may become part of my permanent medical record. SMS-specific terms: message frequency varies; message and data rates may apply; I may reply STOP at any time to opt out of care-related SMS, or HELP for assistance. Opting out of SMS will not affect my care. I understand that electronic communication should not be used for urgent or sensitive matters. If I need a response within 48 hours, or if I do not receive a response to a routine message within two working days, I should call the practice. I may withdraw permission for electronic communication in writing at any time.

Marketing Communications: Newsletters, promotional emails, review requests, marketing text messages, and similar non-care communications are not part of this consent. They require my separate written opt-in, are not a condition of care, and may be revoked at any time.

By signing below, I consent to Bayou City Breastfeeding replying to my messages through the communication methods I use for care-related purposes.

Emergency and Urgent Medical Concerns

Bayou City Breastfeeding does not provide emergency medical care. If I or my baby has a medical emergency, I should call 911 or go to the nearest emergency department. For urgent medical concerns, I should contact my or my baby's physician or other licensed medical provider. Electronic messages, email, text messages, and social media messages should not be used for emergencies or urgent medical concerns.

HIPAA Acknowledgment

I acknowledge that I have been given access to Bayou City Breastfeeding's Notice of Privacy Practices ("NPP"). The NPP is posted on BCB's website, is available in BCB's office, and a paper copy will be provided on request at no charge. I have had the opportunity to read the NPP before signing this consent. I further acknowledge that I have been informed of the following rights under HIPAA and Texas law:

- the right to request restrictions on certain uses and disclosures of my PHI;
- the right to inspect, obtain a copy of, and request amendment of my records;
- the right to receive an accounting of disclosures of my PHI;
- the right to request confidential communications by alternative means or at alternative locations;
- the right to be notified of a breach of my unsecured PHI;
- the right to file a complaint with Bayou City Breastfeeding's Privacy Officer, the U.S. Department of Health & Human Services Office for Civil Rights, or the Texas Attorney General, without retaliation or impact on my care.

My acknowledgment of receipt of the Notice of Privacy Practices does not mean that I am agreeing to any use or disclosure that requires a separate written authorization.

Internship / Observer / Trainee Consent

I understand that Bayou City Breastfeeding may be a teaching practice and that an intern, trainee, or newly credentialed clinician may participate in my consultation for educational purposes. Any trainee observing or participating in my care is bound by the same confidentiality and HIPAA obligations as Bayou City Breastfeeding staff. If my consultation is in person, the trainee will wear appropriate PPE when applicable. I may decline trainee participation at any time, without impact on the quality or availability of my care.

Please select one. If neither option is selected, BCB will treat this as a request to be contacted before a trainee is present, and no trainee will participate in my visit unless I give consent at the visit.

- I consent to have a trainee present at my consultation.
- I would like Bayou City Breastfeeding to contact me before a trainee is present. If Bayou City Breastfeeding cannot reach me before the visit, no trainee will participate unless I give consent at the visit.

Third-Party Presence During Visits

I understand that it is my choice to have another person present during my visit. Anyone I invite to be present during the visit may have access to my healthcare information, and confidentiality cannot be guaranteed as to that person. I agree that Bayou City Breastfeeding is not responsible for a breach of confidentiality caused solely by a person I invite to be present, or by a third party I include on an email or text message. This paragraph does not limit Bayou City Breastfeeding's own obligations to protect my protected health information under HIPAA and applicable state law. The provider may, in their clinical judgment, ask a third party to step out of the room during any portion of the visit where their presence may interfere with care.

Electronic Systems and §181.154 notice

BCB uses electronic systems (including the Jane practice management system, secure messaging, billing systems, and AI-supported documentation tools) to maintain and transmit protected health information. BCB's Notice of Privacy Practices includes the additional notice required by Texas Health and Safety Code §181.154 regarding electronic disclosure of PHI.

Right to Withdraw Consent

I may withdraw any specific consent I give to BCB at any time, for any reason, in writing or verbally to my provider. Withdrawal applies prospectively and does not affect any use, disclosure, treatment, or charge already made in reliance on the consent. Withdrawing one consent does not automatically withdraw any other consent I have given. BCB will not retaliate against me for withdrawing a consent.

Online Reviews

Bayou City Breastfeeding will not retaliate against any client for sharing their experience in an online review. I understand that if I post identifying health information in a public forum, HIPAA limits how Bayou City Breastfeeding may respond.

Electronic Signature

If I sign this consent electronically, I agree that my electronic signature has the same legal effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001) and the Texas Uniform Electronic Transactions Act. I confirm that:

- (a) I have the hardware and software needed to access and retain electronic documents — at minimum, an internet-connected device, a current web browser, and software capable of opening common document formats (such as PDF or HTML);
- (b) I am able to receive documents at the email address I provided;

- (c) this consent relates to Bayou City Breastfeeding's practice forms and related communications;
- (d) I may update my contact information at any time by notifying Bayou City Breastfeeding;
- (e) I may request a paper copy of this or any consent at any time at no charge; and
- (f) I may withdraw my consent to electronic records by notifying Bayou City Breastfeeding in writing, and after withdrawal I will receive future documents in paper form.

Governing Law, Severability, and Integration

Governing Law. This General Consent is governed by the laws of the State of Texas. **Severability.** If any provision of this consent is held invalid or unenforceable, the remaining provisions will remain in full force and effect. **Scope of this Consent.** This document addresses the matters set out above and does not limit or supersede any separate document I sign with Bayou City Breastfeeding, including the Treatment Consent for the service I am receiving, the Payment-Related Consent, the Notice of Privacy Practices, any separate HIPAA authorization, any Good Faith Estimate, or any other practice form or policy. Together, the General Consent, applicable Treatment Consent(s), Payment-Related Consent, Notice of Privacy Practices, Home Visit Safety Acknowledgment when applicable, and any signed authorization form constitute the agreement between the client and BCB.