

Bayou City Breastfeeding, LLC

Lactation Treatment Consent

Version 2026.1 • Effective 05/04/2026

This Treatment Consent applies to lactation services provided by Bayou City Breastfeeding's International Board Certified Lactation Consultants (IBCLCs). Chiropractic services provided by Bayou City Breastfeeding require a separate Treatment Consent.

Scope of Practice – What an IBCLC is and is Not

Bayou City Breastfeeding's lactation providers are International Board Certified Lactation Consultants (IBCLCs), credentialed by the International Board of Lactation Consultant Examiners. IBCLCs are not physicians, nurse practitioners, physician assistants, or midwives. IBCLCs do not diagnose medical conditions, do not prescribe medications, and do not replace my or my baby's primary medical care. Lactation services are complementary to — not a substitute for — care from my or my baby's physician or other medical provider. I agree to maintain a medical home for myself and my baby with a licensed medical provider during and after my care with Bayou City Breastfeeding.

(a) visually examine and manually palpate my breasts, areolae, and nipples;

(b) visually examine my baby or babies and perform a digital oral assessment using a gloved, sanitized finger to evaluate oral structure and function;

(f) make recommendations to help me reach my breastfeeding goals.

Benefits: Expected benefits include improved latch and feeding, earlier identification of breastfeeding challenges, and guidance on techniques and equipment to support my goals. No specific clinical outcome can be guaranteed.

Risks: Lactation consultation carries a small risk of: discomfort during examination; nipple irritation or trauma associated with technique changes; infant distress, gagging, or transient oral soreness during or after a digital oral assessment; low but non-zero aspiration risk during oral assessment; transient feeding changes as technique is adjusted; and the possibility that recommendations do not produce the desired outcome.

(e) declining lactation support.

I have had the opportunity to ask questions about these alternatives. I agree to provide Bayou City Breastfeeding with accurate and current information, including the names and contact information for relevant healthcare providers for me and my baby or babies, and I authorize Bayou City Breastfeeding to communicate with those providers as needed for treatment.

I understand that no specific outcome can be guaranteed. I understand that Bayou City Breastfeeding is providing care to me and, when applicable, to my baby or babies.

Referral to Medical Care

If Bayou City Breastfeeding identifies signs or symptoms that appear to be outside the IBCLC scope of practice — such as suspected mastitis, abscess, breast pain of unknown origin, infant failure to thrive, suspected tongue- or lip-tie requiring surgical evaluation, jaundice, or other medical concerns — Bayou City Breastfeeding will refer me or my baby to an appropriate medical provider. I agree to follow through on medical referrals in a timely manner and understand that Bayou City Breastfeeding is not responsible for outcomes arising from medical conditions outside the IBCLC scope of care.

Photography and Video for Care

I give permission to BCB to photograph or record video of me and my baby for purposes of treatment and care coordination (a permitted use and disclosure for treatment under HIPAA, 45 C.F.R. §164.506). Images and recordings will be captured only on practice-issued or practice-approved devices using encrypted storage, will be retained as part of my medical record in accordance with Bayou City Breastfeeding's records-retention policy and applicable law, and will be deleted from any personal device promptly after being added to the medical record. These images or recordings will not be published or used for marketing, education, or any non-treatment purpose without my separate written consent through Bayou City Breastfeeding's separate HIPAA Marketing Authorization, but may be shared with my or my baby's healthcare team when needed for treatment or coordination of care.

I may decline photography or video recording for care purposes, and declining will not affect my ability to receive other lactation services.

Home Visit Acknowledgment

If my consultation is provided in my home, I grant permission for Bayou City Breastfeeding to use GPS to navigate to my home. If a provider emergency or safety concern occurs during travel to or from my home, Bayou City Breastfeeding may share my appointment address with appropriate emergency contacts, emergency responders, or BCB personnel as needed.

A travel fee will apply, as described in the Payment-Related Consent. Home visits are subject to Bayou City Breastfeeding's separate Home Visit Safety Acknowledgment, which I will sign before any in-home service. In a medical emergency during a home visit, the provider will call or instruct me to call 911; Bayou City Breastfeeding does not provide emergency medical care.

Virtual / Telemedicine Consent

Telehealth applies to lactation visits only. Bayou City Breastfeeding does not offer chiropractic services via telehealth. Physical Location Attestation. At the start of each telehealth visit, I will accurately state the state in which I am physically located. Bayou City Breastfeeding may decline or reschedule telehealth services if I am physically located outside a state in which Bayou City Breastfeeding has determined it may lawfully provide the service. I understand that Bayou City Breastfeeding generally provides telehealth only to clients physically located in Texas.

During a virtual visit, the IBCLC will be in a private or reasonably private location and will take reasonable measures to protect privacy. As with any virtual service, there is a risk of unintended interruption, overhearing, technical failure, or unauthorized access.

My voice and image may be transmitted, but not recorded by Bayou City Breastfeeding, except as permitted under the AI-Supported Documentation Consent below. Telehealth risks include interruptions, unauthorized access, technical difficulties, and call termination. Either I or my provider may discontinue the virtual visit if the connection is not adequate.

A virtual visit may not allow the provider to assess every concern as fully as an in-person visit. I am responsible for telling the provider about symptoms, concerns, or changes that I want addressed, and for arranging follow-up care when recommended.

Refund terms for cash-pay virtual consultations are addressed in the Payment-Related Consent. I am responsible for having adequate technology, including Internet access and a working device, in order to participate in a virtual consultation.

I agree that I will not record audio or video of the telehealth visit without my provider's prior written consent. I am responsible for the privacy of the location where I receive the telehealth visit. If I choose to have another person present during the telehealth visit, I understand that BCB cannot control confidentiality on my side, and I accept the risk that another person may overhear or see the visit.

By signing below, I consent to receive lactation care by phone or HIPAA-compliant video conferencing system when applicable.

AI-Supported Documentation Consent

Bayou City Breastfeeding may use Heidi Health, an AI-supported medical documentation tool, to assist with clinical documentation during my visit. If AI-supported documentation is used, Heidi Health may capture audio and create a transcript for the purpose of preparing draft visit notes, care plans, and provider reports.

AI-supported documentation does not replace my clinician's judgment. My clinician remains responsible for reviewing, correcting, and finalizing the medical record.

Heidi Health acts as a HIPAA Business Associate of Bayou City Breastfeeding to the extent it creates, receives, maintains, or transmits protected health information on Bayou City Breastfeeding's behalf, and Bayou City Breastfeeding has a Business Associate Agreement with Heidi Health.

If AI-supported documentation is used, audio and transcript data will be handled in accordance with BCB's Business Associate Agreement with Heidi Health. As of the effective date of this consent, that BAA provides that audio recordings are not retained after the clinical note is generated, that Heidi Health does not use recordings to train its AI models, and that Heidi Health personnel or subcontractors may access recordings or transcripts only for support, troubleshooting, or quality-assurance purposes consistent with HIPAA Business Associate obligations. If BCB's BAA with Heidi Health materially changes, BCB will update this consent and will provide notice on its website.

I may decline AI-supported documentation at any time before or during my visit without affecting the care I receive. If I decline, my clinician will document the visit manually.

Consent for Treatment of a Minor

If I am signing for a minor, I represent that I am the parent, managing conservator, guardian, or other person legally authorized to consent to the lactation services sought, and I will provide documentation of that authority on request. Bayou City Breastfeeding may defer non-urgent services until satisfactory proof of authority is provided. A responsible adult with signing authority must remain present for the entirety of the minor's visit and may be required to assist during the visit as needed.

Right to Withdraw Consent

I may withdraw my consent to any aspect of care at any time, for any reason, by communicating my withdrawal to Bayou City Breastfeeding in writing or verbally to the provider. Withdrawing consent to a specific element of care — for example, the digital oral assessment of my baby, AI-supported documentation, or photography — will not affect the availability of other aspects of care, and will not result in retaliation or penalty.

Electronic Signature, Governing Law, and Scope

Electronic Signature. If I sign this consent electronically, my electronic signature has the same legal effect as a handwritten signature under the federal E-Sign Act (15 U.S.C. §7001) and the Texas Uniform Electronic Transactions Act. The General Consent contains the full E-Sign consumer disclosure block applicable to all Bayou City Breastfeeding forms I sign.

Governing Law. This 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: 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 General Consent, the Treatment Consent for the service I am receiving, any Good Faith Estimate, or any other practice form or policy.