

Bayou City Breastfeeding, LLC

# Payment-Related Consent

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This form explains payment responsibility, insurance billing, card-on-file authorization, cancellation fees, home visit fees, and what happens if insurance does not pay as expected

## General Payment Policy

This Payment-Related Consent applies to services rendered by Bayou City Breastfeeding clinicians, including lactation, chiropractic, and other services offered by the practice, unless a separate service-specific financial agreement states otherwise.

I understand that Bayou City Breastfeeding requires accurate and current payment and insurance information. I agree to keep a valid credit, debit, FSA, or HSA card on file as requested and to update my payment information as needed. Bayou City Breastfeeding or its payment processor may communicate with my bank or card issuer as needed to process, verify, dispute, refund, or resolve payment-related transactions.

If I am a self-pay or out-of-network patient, Bayou City Breastfeeding may provide me with a superbill for submission to my insurance company for reimbursement, but does not guarantee reimbursement by my insurer. Whether a charge qualifies for FSA or HSA reimbursement is determined by my plan administrator and the IRS; Bayou City Breastfeeding makes no representation that any service is FSA- or HSA-eligible.

If BCB offers a timely-payment or self-pay discount for a service, the eligibility requirements, payment deadline, and discounted rate will be disclosed to me in writing at the time of scheduling or invoice. If those requirements are not met, BCB may charge the full non-discounted rate published in BCB's current fee schedule.

I remain financially responsible for amounts that are determined to be my responsibility under my plan, applicable law, any applicable payer contract, and this Payment-Related Consent.

If I am uninsured or am not using insurance for a service, I may be entitled to receive a written Good Faith Estimate of the expected cost of my care under federal law (45 C.F.R. §149.610). Bayou City Breastfeeding's separate "Your Rights and Protections Against Surprise Medical Bills" notice explains these rights, how to request an estimate, and how to dispute a bill that exceeds the estimate by \$400 or more. A copy of that notice is posted in Bayou City Breastfeeding's office, is available on its website, and will be provided to me at the time of booking for any self-pay or uninsured visit scheduled at least three business days in advance, or on request.

## Insurance Billing and Financial Responsibility

I understand that Bayou City Breastfeeding provides care to me and, when applicable, to my baby or babies, and that claims may be submitted on behalf of both parent and baby when insurance is used.

“Patient responsibility” means an amount my insurance plan or applicable agreement determines I owe, such as a deductible, copay, coinsurance, non-covered charge, or other balance that may legally be billed to me.

Out-of-Network Notice: If one of us is covered by insurance that is out of network for Bayou City Breastfeeding, I may be responsible for the out-of-network fee for that patient for each visit. Services from an out-of-network provider may cost more than the same services from an in-network provider, and my plan may apply higher cost-sharing, deductibles, or coinsurance.

I have the right to request an estimate of expected out-of-pocket cost before receiving services. Bayou City Breastfeeding may communicate with my insurance company, The Lactation Network, Wildflower, third-party billers, applicable governmental agencies, review programs, or other entities as necessary to verify benefits, submit claims, request payment, pursue appeals, or otherwise process insurance-related matters.

I am responsible for verifying my own benefits for the service I am scheduling, including network status, coverage limitations, exclusions, referral or precertification requirements, and any plan restrictions that would prevent services from being covered. A verification of benefits is not a guarantee of payment; actual coverage is determined when the claim is adjudicated. If my insurance claim is denied, or if my plan applies cost-sharing, deductible, coinsurance, copay, or other patient responsibility, I agree to pay any amounts that are my responsibility within fifteen (15) business days of receiving the invoice. If a charge to my card on file is unsuccessful, I may be invoiced and agree to pay the balance within the same fifteen-business-day window. If I dispute any charge, I agree to notify Bayou City Breastfeeding in writing within fifteen (15) business days of receiving the invoice; Bayou City Breastfeeding will pause collection activity on the disputed portion while the dispute is reviewed.

If BCB receives an overpayment from my insurance plan, BCB will refund the overpayment to the plan or the patient as required by Texas Insurance Code timely-pay statutes and applicable payer contract.

## **Consent to Verify Insurance**

I authorize Bayou City Breastfeeding to verify my coverage with my insurance company and/or authorized partners such as The Lactation Network or Wildflower. If my coverage is denied, I am responsible for paying for my visit(s) out of pocket, and Bayou City Breastfeeding may provide me with a superbill for me to submit to my insurance company for possible reimbursement.

## **Assignment of Benefits / Authorized Representative**

To the extent permitted by applicable plan terms and law, I assign to Bayou City Breastfeeding, LLC the right to receive payment of covered benefits for services rendered to me and, when applicable, to my baby or babies. I also appoint Bayou City Breastfeeding as my authorized representative under 29 C.F.R. §2560.503-1 and any comparable state law for purposes of claim submission, benefit verification,

request of plan documents relevant to the claim, internal and external appeals, and communications with my plan and its affiliates.

I understand that some plans restrict assignment of benefits and that this designation is intended to operate to the fullest extent permitted. I understand that some plans require a plan-specific Authorized Representative form. If my plan requires that form, BCB will request it from me and use it for the appeal.

This assignment does not authorize Bayou City Breastfeeding to bring legal action against me personally for unpaid balances; any collection of amounts I owe is governed separately by this Payment-Related Consent.

## **Grandfathered Plan Acknowledgment**

Some insurance plans are grandfathered plans and may not be required to cover lactation services in the same way as non-grandfathered plans. I understand that I am responsible for reviewing my plan benefits and contacting my insurance plan if I have questions about whether my plan is grandfathered. A verification of benefits is not a guarantee of coverage or payment. If my plan does not cover lactation services because it is grandfathered or for another plan-based reason, I may be responsible for amounts that are determined to be my responsibility under my plan, applicable law, and any applicable payer contract.

## **Patient Responsibility After Insurance**

I understand that a verification of benefits, authorization, estimate, appeal submission, or other insurance communication is not a guarantee of payment. Actual coverage is determined by my insurance plan when the claim is processed.

If my insurance plan denies or does not fully pay a claim, Bayou City Breastfeeding may review the denial and, when Bayou City Breastfeeding determines it is appropriate, may submit a corrected claim, reconsideration request, or one internal appeal on my behalf.

Bayou City Breastfeeding is not required to pursue every denied claim, every level of appeal, an external review, or legal action against my insurance plan, except that Bayou City Breastfeeding may correct billing or submission errors that it identifies. I remain responsible for reviewing my plan benefits, responding to requests from my insurance company, and pursuing any appeal, complaint, external review, or other plan remedy that I choose to pursue directly.

If an appeal, corrected claim, or reconsideration request is successful, any payment Bayou City Breastfeeding receives from insurance will be applied to my account.

If the claim remains denied, unpaid, or only partially paid, I am responsible for amounts that are determined to be my responsibility under my plan, applicable law, and any applicable payer contract. This may include deductible, coinsurance, copay, non-covered services, out-of-network amounts, or other patient-responsibility balances.

If Bayou City Breastfeeding offers a self-pay or prompt-payment discount, that discount applies only when the stated eligibility requirements and payment deadline are met. If those requirements are not

met, Bayou City Breastfeeding may bill the applicable non-discounted rate, unless a different rate is required by law, payer contract, or separate written agreement.

Bayou City Breastfeeding will not charge me a separate provider-review, peer-to-peer, or additional appeal-support fee unless I receive advance written notice of the fee and separately authorize that service in writing after the claim issue is identified. Any such fee is optional, is separate from my right to pursue my own appeal or external review, and will not be charged for correcting Bayou City Breastfeeding's own billing or submission error. Bayou City Breastfeeding will not charge this type of fee if it is prohibited by applicable law, payer contract, network agreement, or third-party billing arrangement.

## Past-Due Balances and Scheduling Holds

If I have a past-due balance after the applicable payment deadline, Bayou City Breastfeeding may place a temporary hold on scheduling routine, non-urgent future appointments until the balance is paid, placed on an approved payment plan, corrected, disputed in good faith, or otherwise resolved.

Before placing a scheduling hold, Bayou City Breastfeeding will provide notice of the balance and a reasonable opportunity to contact the billing team.

If I dispute a charge in writing within the time allowed by this Payment-Related Consent, Bayou City Breastfeeding will pause collection activity on the disputed portion while the dispute is reviewed.

A scheduling hold does not prevent me from requesting my records, asking billing questions, disputing a charge, making a payment arrangement, or seeking care from another provider. Bayou City Breastfeeding will not withhold records because of an unpaid balance.

Bayou City Breastfeeding will comply with applicable law, payer contracts, and clinical continuity-of-care obligations. Bayou City Breastfeeding may also make exceptions when, in its clinical judgment, delaying a scheduled visit could create a continuity-of-care concern.

If an appointment must be canceled or deferred because of an unresolved past-due balance, Bayou City Breastfeeding will make reasonable efforts to notify me before the appointment.

## Home Visit Fees

If my appointment is an in-home visit, Bayou City Breastfeeding's currently published travel fee may apply. Travel fees are generally not covered by insurance and may be my responsibility.

Insurance coverage for lactation services does not guarantee coverage for an in-home visit, travel fee, home-visit code, or place-of-service charge. Some insurance plans allow home-visit codes only when billed by certain licensed medical providers and may not allow those codes when services are provided by an IBCLC or other non-physician lactation provider.

BCB will not bill a home-visit code (such as a place-of-service home code) when the payer's rules disallow that code for the rendering provider type or when the rendering provider is not credentialed to bill that code. If a payer disallows the home-visit code, BCB may bill an in-office or telehealth code at the same rate where allowed, or may bill the visit as self-pay with the published travel fee. I remain

responsible for any travel fee, self-pay amount, or patient-responsibility balance that is determined to be my responsibility under my plan, applicable law, any applicable payer contract, and this Payment-Related Consent.

Bayou City Breastfeeding's current fee schedule is available on request and on its website.

## Parent and Baby Presence for Insurance Billing

For lactation consultations, I understand that both the lactating parent and the baby must be present in order for Bayou City Breastfeeding to bill insurance for the visit when required by the payer. If either is not present, the visit may not be eligible for insurance reimbursement and I may be required to pay the cash-pay rate out of pocket.

## Cancellation Policy

My appointment time is reserved specifically for me and Bayou City Breastfeeding requires at least forty-eight (48) hours' notice for cancellations or appointment changes. If I provide less than 48 hours' notice, miss my appointment ("no-show"), or reschedule more than twice within a 30-day window, I agree that the following fees may be charged to my card on file:

- Late cancellation (less than 48 hours): \$50
- Late cancellation (less than 24 hours): \$100
- No-show: the self-pay rate for the scheduled appointment type. If the appointment is an in-home visit, any separately stated travel fee may also apply if the provider has already traveled to, or begun traveling to, the appointment location.

If I reschedule more than twice within a 30-day window, BCB may charge the late-cancellation fee corresponding to the notice given for the third and any subsequent reschedule in that window.

Cancellation and no-show fees are generally not reimbursable by insurance. The current fee schedule is available on request and on the practice website.

## Stored Payment Credential (Card-on-File) Authorization

I authorize Bayou City Breastfeeding's PCI-compliant payment processor to store my credit, debit, FSA, or HSA payment credential for card-on-file transactions. Bayou City Breastfeeding may charge the stored credential for:

- scheduled services;
- agreed cancellation and no-show fees;
- patient-responsibility balances after insurance adjudication;
- self-pay charges;
- travel fees; and
- other charges I separately authorize in writing.

Where BCB charges the stored payment credential before a visit (for example, a deposit on a home visit or a pre-paid package), BCB will disclose the amount, the timing, and the refund terms in writing at the

time of scheduling, will provide an electronic receipt, and will not charge the card before the visit absent that prior written disclosure.

Bayou City Breastfeeding will send me an electronic receipt for each charge. For any non-routine merchant-initiated charge not tied to a same-day visit, Bayou City Breastfeeding will provide advance notice before processing the charge. I may revoke future card-on-file use at any time by providing written notice to Bayou City Breastfeeding, but I remain responsible for amounts already incurred.

#### Refunds After a Consultation Begins

Once a consultation has begun, the consultation fee is generally non-refundable, except where a refund is required by law, payer contract, or one of the following circumstances:

- the visit is terminated due to Bayou City Breastfeeding technology failure;
- the visit is terminated due to provider unavailability;
- Bayou City Breastfeeding determines, in good faith, that a refund is appropriate under the circumstances.

Where a refund is not provided, Bayou City Breastfeeding may, at its election, offer a credit toward a future visit.

### **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 Payment-Related 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. Nothing in this Payment-Related Consent waives any non-waivable right I have under the Texas Deceptive Trade Practices–Consumer Protection Act or other applicable consumer-protection law.

**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.