

# **Birth Doula Services Agreement**

This agreement is between **[[CLIENT\_FULLNAME]]** ("Client," "You," "the Birthing Person") and Little Arrows Birth & Doula Services ("Doula," "I," "We") governing the provision of Doula Services to the client.

I, [[CLIENT\_FULLNAME]] and Husband/Birth Partner, have discussed and reviewed our wishes and plans for our child/children's birth with the Doula. After this discussion and review, the parties agree as follows:

## A.The Prenatal Visit:

- 1. The Doula will provide one visit before the birth at which the parties shall discuss; a proposed birth plan, your priorities, any fears or concerns, the relevant history that reflects the needs and desires of the Birthing Person and Husband/Birth Partner.
- 2. The Doula will also inform [[CLIENT\_FULLNAME]] of times when they are unavailable for labor support. To cover those times, the Doula will arrange one or more qualified back-up Doulas whom you may also have contact with.

### B. The Doula:

- 1. The Doula is independent, self-employed, and works for [[CLIENT\_FULLNAME]] and Husband/Birth Partner.
- 2. The Doula will work within the confines of D.O.N.A Internationals Standard of Practice and Code of Ethics. These are available on D.O.N.A's website or here.
- 3. The Doula will support the decisions of [[CLIENT\_FULLNAME]] and Husband/Birth Partner within the limits of the Doulas expertise.
- 4. The Doula will present evidence-based information on the risks and benefits of common interventions and procedures used during the birth plan session.
- 5. The Doula will not perform any clinical/medical procedures or decide medical care for [[CLIENT\_FULLNAME]] and/or baby.
- 6. The Doula can help facilitate communication with your care provider to ensure that you have the information you need to make informed decisions regarding your baby's birth. The Doula can provide reassurance and perspective to [[CLIENT\_FULLNAME]] and Husband/Birth Partner, make suggestions for labor progress, and help with relaxation, massage, positioning, and other techniques for your comfort.
- 7. The Doula will be on call 24 hours a day for 2 weeks on either side of [[CLIENT\_FULLNAME]]'s Guess Date starting after the contract is signed. If you

- happen to go into labor before or after this period, the Doula will make every effort to be there.
- 8. The Doula will be available by email, phone, or text during the listed office hours until 3 weeks postpartum. If there is an emergency, call 911, your OBGYN, or Midwife as appropriate. You may then contact the Doula.
- 9. If the Doula is not available to attend, the backup Doula will attend. This contract extends to the back up Doula.
- 10. The Doula shall strive to create a calm and peaceful environment within the circumstances allowed by the location.
- 11. The Doula will remain with the Mother for a minimum of one hour after the baby's birth.

## C. Mother and Husband/Birth Partner

- 1. [[CLIENT\_FULLNAME]] or Husband/Birth Partner agrees to contact the Doula at the earliest onset of labor. The Doula will answer questions, make suggestions over the phone, and help the Mother and Husband/Birth Partner decide when to request the Doulas attendance. [[CLIENT\_FULLNAME]] will advise where the Doula should report beginning the labor support. The Doula will report within 2 hours of [[CLIENT\_FULLNAME]]'s request. Except for extraordinary circumstances, and those specifically outlined in this contract, the Doula will remain with you throughout your labor and birth.
- 2. In the event the Doula or backup Doula can't attend the birth, L.A.B.S will provide an alternate labor support Doula.
- 3. [[CLIENT\_FULLNAME]] and Husband/Birth Partner agree to give the Doula permission to discuss your pregnancy and birth with professionals in both a formal and informal setting. Names, geographical location, other than State/Country, or other identifying information will never be shared.
- 4. The Doula requests that you inform her of any pregnancy or related health complications or conditions you may have and any other special circumstances you have or might require support for.

### D. Fees for Services

- 1. The fee for labor support is [[BD\_FEE]]. This payment amount includes one prenatal visit, one postpartum follow-up (limited to 1 hour), email, text, phone support, and the 18 contracted hours of face-to-face labor/cesarean support. You may pay in full upfront, or [[CLIENT\_FULLNAME]] or Husband/Birth Partner shall make the \$200 date holding deposit at the contract's signing with the balance paid in full no later than 35 weeks gestation or immediately after the birth, whichever comes first. Your date is not secured until the deposit is received. Please note that this service is nonrefundable.
- 2. Additional labor support beyond the 18 contracted face to face hours will be billed at the rate of \$15 per hour. This fee will be billed after the delivery, and payment is required within 21 days of the delivery date.
- 3. The Doula reserves the right after 18 hours to call in support of a Backup Doula to provide a break or to completion of the birth.
- 4. At the signing of this contract, it is assumed that none of us can anticipate the type of labor and birth you will have. As a business, we can only contract with a small number of clients in any particular time frame (for fear of missing someone's birth and not

meeting their needs). We cannot fill our calendar and then change fees according to how births turn out. We are as committed to short laboring clients as we are to long laboring clients and have been considered tremendous assets to families that require a cesarean section as; pre-op, recovery, bonding, and breastfeeding can be challenging. Precipitous births and unplanned cesareans are therefore not grounds for refunds.

- Should [[CLIENT\_FULLNAME]] or Husband/Birth Partner fail to notify the Doula two hours before the requested report time and the Doula misses the birth; L.A.B.S will retain the full fee.
- A prorated fee may be refunded if the Doula misses the child's birth as a result of reporting to the birth more than two hours after the Mother's request, not due to God or Government Acts.
- 7. A partial refund of up to 50% can be provided if the Doula is unable to attend the birth due to; a Medical Facilities and/or Care Providers changing their second birth partner policy, and every attempt has been made by [[CLIENT\_FULLNAME]] and Husband/Birth Partner to petition the Nurse Manager and/or other appropriate staff before admission for an exception to be made.
- 8. The Doula reserves the right to terminate the contract immediately with no refunds if she feels [[CLIENT\_FULLNAME]], Husband/Birth Partner or their family and friends are being abusive in any way; physically, emotionally, or mentally.

## E. Liability

- 1. In entering a contract for Doula (Labor Support) Services with Angel B Tansley doing business as L.A.B.S, [[CLIENT\_FULLNAME]] and Husband/Birth Partner hereby acknowledge that during the performance period of this contract, services may be provided to me/us in my/our home, traveling to a medical facility, and/or hospital. [[CLIENT\_FULLNAME]] and Husband/Birth Partner understand that Angel B Tansley doing business as L.A.B.S has a limited role according to the description of tasks outlined in the above-referenced contract wherever services are provided to me/us.
- 2. Angel B Tansley doing business as L.A.B.S has not represented to me/us that contracting for services guarantees in any way offers a risk-free or emergency-free labor and birth experience. [[CLIENT\_FULLNAME]] and Husband/Birth Partner understand that my/our Doula(s) do not make medical decisions on my/our behalf, including the decision when to seek medical care at a hospital when labor support services are provided in my/our home. When services are performed in a medical facility, [[CLIENT\_FULLNAME]] and Husband/Birth Partner acknowledge that Angel B Tansley doing business as L.A.B.S is not responsible for the performance of clinical tasks to include medical decisions regarding the inclusion or exclusion of treatments available to me/us and my/our baby.
- 3. Now, therefore, in consideration of the above acknowledgments, [[CLIENT\_FULLNAME]] and Husband/Birth Partner (both jointly and separately) on behalf of myself/ourselves, my/our heirs, administrators, personal representatives, executors, and assigns to RELEASE AND FOREVER DISCHARGE Angel B Tansley doing business as L.A.B.S from all damages or causes of actions, either at law or in equity, which I/we may have or acquire or which may accrue to me/us, my/our heirs, administrators, personal representatives, executors or assigns as a result of using the Doula services of Angel B Tansley doing business as L.A.B.S.

- 4. [[CLIENT\_FULLNAME]] and Husband/Birth Partner intend this to be a COMPLETE RELEASE AND DISCHARGE them from all liability whatsoever.
- 5. [[CLIENT\_FULLNAME]] and Husband/Birth Partner have read all statements contained herein, and [[CLIENT\_FULLNAME]] and Husband/Birth Partner fully realize that [[CLIENT\_FULLNAME]] and Husband/Birth Partner am/are signing a COMPLETE RELEASE AND BAR to any claims which [[CLIENT\_FULLNAME]] and Husband/Birth Partner have or believe [[CLIENT\_FULLNAME]] and Husband/Birth Partner have resulted from our contract for Doula services.
- [[CLIENT\_FULLNAME]] and Husband/Birth Partner have previously agreed upon any changes or addendum to this contract, including but not limited to additional services or changes to the services outlined above, please copy and paste the terms of the agreement below.
- 7. [[CLIENT\_FULLNAME]] and Husband/Birth Partner have read this contract describing the Doulas services and agree to enter into a Client-Doula relationship for pregnancy and birth.

Doula name : Angel Tansley
Doula signature:
Doula Date:
Client name:
Client signature:
Client Date :
Birth Partner name:
Birth Partner signature:
Birth Partner Date :

### **Little Arrows Birth Services**

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