

# Letter of Agreement

Your doula will draw on her knowledge and experience to provide emotional support, physical comfort and information to help you make informed decisions during labor. Your doula can provide reassurance and perspective to you and your partner, make suggestions for labor progress, and help with relaxation, massage, positioning and other techniques for comfort. Your doula is independent and self-employed. Your doula works for you, not your caregiver or hospital.

**Prenatal:** Your doula prefers to meet with you and your partner at least once before labor to become acquainted, to explore and discuss your priorities and any fears or concerns, and to plan how you all might best work together. *This meeting does not obligate you to use our services* but, if you do select a doula from B\*E\*S\*T Doula Service, you will need to meet with your doula again so that she may become familiar with your Birth Plan, including your preferences regarding pain management options and the use of pain medications. Your doula will also want to know your own best ways of coping with pain and fatigue and how you and your partner foresee working together and with her.

**Backup:** Your doula will inform you of times when she is unavailable for labor support and will arrange one or more backup doulas. Backup doulas may or may not provide all of the additional services, such as photography or birth letter, but will provide standard doula services listed herein.

## **Doulas do NOT:**

- ~ Perform clinical tasks, such as blood pressure, fetal heart checks, vaginal exams, or other medical procedure that fall under the legal definition of practicing medicine.
- ~ Provide information, dosages or advise concerning prescription or alternative medication, or medical advise pertaining to you or your baby.
- ~ Make decisions for you. Your doula will help you get the information necessary to make an informed decision. Your doula will also remind you if there is a departure from your birth plan.
- ~ Speak to the staff on your behalf. Your doula will discuss your concerns with you and suggest options, but you or your partner or a family member or friend will speak on your behalf to the clinical staff.

**When you are in labor:** Your doula should be called when you think you are in labor or as soon as your bag of waters has released, even if you do not yet need her. Together you and your doula will decide if she should send the shadow doula right away or wait for further change. Your doula or her backup will usually be with you within two (2) hours from the time you ask her to come (longer if you live or are giving birth more than 15 miles from the doula's home address and/or if the drive occurs during rush hours or rain). Your doula can answer questions and make suggestions by phone. You and your doula will also decide whether to meet at your home or the birth place. Except for extraordinary circumstances, your doula or her backup will remain with you throughout labor and birth.

The fee includes a shadow doula who can support you in early labor at home before your primary doula joins you and will stay and attend your birth along with your primary doula. The standard fee includes two doulas.

**Hospitals:** Hospitals have varying rules regarding doulas and other support people. Before you sign this agreement, please check with your hospital regarding policies for attendance of doulas in labor, delivery, surgery (c-sections) and recovery. If hospital policy does not allow your doula to attend your labor and/or delivery, your doula will not provide a refund.

**C-sections:** Your doula regularly attends c-sections and will provide support through that process as long as the hospital will allow it. If you are having a scheduled c-section and your hospital will not allow your doula to be there, B\*E\*S\*T will give you a coupon for \$400 toward your next birth or provide 4 hours of postpartum care to make up for lost support time. You are free to use this any time, whether in the hospital immediately following the birth or later, in your home. This only applies to scheduled c-sections where there has been no labor support prior to surgery.

**After the birth:** Your doula usually remains with you for about one hour after the birth, until you are comfortable and your family is ready for quiet time together. During that time, your doula will take photographs of your new family and help with initial breastfeeding if baby is stable. Your doula is available for phone contact to answer questions about the birth of your baby. Your doula will provide an optional postpartum visit, at your request and convenience, to see how you are doing, to review the birth, to admire your baby, and to get feedback from you about her role.

**Long or short labor:** The fee for doula services covers the prenatal visits, on call time, limiting the number of additional clients, etc. You and your doula are both hoping for a birth that lasts a reasonable amount of time. If you are lucky enough to have a very short labor, everyone 'wins' and if you have a very long labor, your doula will be there for as long as you need her to be and not charge you any more money.

**Disclosure of Communicable Diseases:** You agree to disclose any communicable diseases that you have so that your doula can take appropriate precautions.

**Waiver of Liability:** As the express condition of my performance of services under this agreement, you agree, on your own behalf and on behalf of all persons or entities you may bind under California law, to waive and hereby do waive any rights, claims or causes of action that you may have against your doula now and in the future with respect to your pregnancy, birth, postpartum period or the services your doula may provide and/or fail to provide to you. You expressly understand that, as doulas, we are not medical professionals and therefore cannot and will not provide you with medical care or advice.

**Dispute Resolution:** We agree, in the unlikely event that a dispute should occur between us, that all disputes shall be resolved pursuant to California law within the County of Los Angeles and that, except as otherwise indicated below, the parties to this agreement are not entitled to and shall not receive attorneys' fees and/or expenses arising from any such dispute.

**Responding to Subpoenas and Other Requests for Information:** If your doula is required to respond to a subpoena of her records relating to services your doula performed for you, or to testify by deposition or otherwise concerning such services, you agree to reimburse the doula for her time and all expenses incurred in responding to any such demand, including, but not limited to, loss of earnings, appearing at depositions or hearings, or retaining an attorney.

**Fees:** The full fee for doula services is \$3,200. A non-refundable retainer fee of \$1,600 is due, along with a signed copy of this letter of agreement to reserve my services for two weeks before and two weeks after your due date. The remaining balance is due two weeks prior to your due date (four weeks for twins). These fees are not refundable unless there is some unforeseeable emergency on your doula's part that prevents your doula or her backup from attending the birth. If your doula is not called to attend or given adequate notice to attend, your doula will not provide a refund. This includes precipitous labors. If the fee has not been paid in full two weeks before your due date, your doula is not obligated to be present at the birth.

**Discounts:** In an effort to make doula services available to more women, the following discounts are available. Please note that the retainer fee cannot be discounted – all discounts must be deducted from the balance.

- \$100 if full payment is made one month before your estimated due date.
  - \$100 if full payment is made upon signing, if you sign this Letter of Agreement and pay in full at least one month before your due date.
  - \$300 if all three prenatal visits take place at my office or virtually (\$100 per visit).
  - \$500 if this is your 2<sup>nd</sup> vaginal birth (not a VBAC) **OR**
  - \$700 if want the "virtual doula" option. The three prenatal visits would include the newer doula, who has attended at least two births with me. When you go into labor, the newer doula would be with you for hands-on support and the senior doula would be available by phone or Facetime to answer any questions.
  - \_\_\_\_\_
- [ \$ \_\_\_\_\_ ] Total discounts taken

**Additional Fees:** Your standard fees include two doulas (your primary doula and a new doula who is being mentored). If you choose to work only with one doula (the primary doula), the following additional fee applies.

- \$700 if you do not accept a shadow doula to attend your birth and only want to work with the primary doula.

***I/we have read and understood this letter describing the doula's services and agree to its terms. I/we consent to the release of this and all other information pertaining to me to the person(s) designated as backup for my birth.***

Date \_\_\_\_\_

Client \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(signature)

Partner \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(signature)

Doula tracy hartley  
(print)

\_\_\_\_\_  
(Signature)