

# 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.

This Letter of Agreement is ONLY for clients who have worked with B\*E\*S\*T Doula Service for their previous vaginal birth(s) and have already taken all of the prenatal classes.

**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 you need support 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.

**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.

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

**Surgical Births (C-Sections):** Your doula regularly attends surgical births and will provide support throughout 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 four (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 feeding 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. Your birth doula does not provide postpartum care but is happy to provide referrals to excellent postpartum doulas.

**Long or Short Labor:** The fee for doula services covers the prenatal education, 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 additional money.

**Waiver of Liability:** As the express condition of your doula's 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.

### **Options and Fees:**

**NOTE:** All prices reflect virtual meetings. For meetings at your home or a public space, a \$75 travel fee will be added per trip, if 15 miles or less, and a \$100 travel will be added per trip, if greater than 15 miles but less than 25 miles from the doula's home (location provided at the bottom of the last page of this agreement). In person meetings are not available if you live more than 25 miles from doula's home.

**Second Baby Refresher Class(es):** Second births are different! We can get together, virtually, once or twice to go over some of the difference in labor that you might expect. Since we've already worked together, I leave this up to you to decide how much time you need to prepare. I recommend at least one class but it's not a requirement.

**Unlimited Virtual Labor Support:** Your doula can provide unlimited virtual support for as much time as you need. The flat rate for this support is \$1,000 if you have paid for and taken all four (4) Childbirth Preparation Classes or \$1,500 if you have not.

**Best of Both Worlds:** A newer doula who has received special training by Tracy Hartley will provide hands-on support while Tracy or another highly experienced doula will be available for unlimited support virtually throughout your labor. The flat rate for this support is \$2,000 if you have paid for and taken all four (4) Childbirth Preparation Classes or \$2,500 if you have not.

**In-Person Shadow Labor Support:** Hands-on support throughout your labor, including a "shadow doula" option if your hospital allows two support persons. If you've taken all prenatal classes, this package drops to \$3,500. Available in the greater Los Angeles area.

**In-Person Labor Support (Tracy only):** The fee for in-person support with Tracy only is \$5,000, but repeat clients cost is \$4,750 (with the \$250 discount).

**Payments:** Preferred method of payment is Zelle using [tracy@bestdoulas.com](mailto:tracy@bestdoulas.com) for the payment(s). If your bank does not offer Zelle as an option, payments can be made by check or through PayPal to [tracy@bestdoulas.com](mailto:tracy@bestdoulas.com) or Venmo to @tracy-hartley-2 (phone 0817). All fees for labor support are due, along with a signed copy of this letter of agreement, a month before your estimated due date to reserve my services for two weeks before and two weeks after your due date. 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 or if your hospital does not allow access to your doula, your doula will not provide a refund. This includes precipitous labors or related restrictions to hospital policy. **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.**

**Fees:** Please initial your choice(s)

\_\_\_\_\_ \$75 **Travel Fee** for each in-person meeting if 15 miles or less

\_\_\_\_\_ \$100 **Travel Fee** for each in-person meeting if 15-25 miles

\_\_\_\_\_ \$1,500 **Unlimited Virtual Labor Support** (includes cost of classes)

\_\_\_\_\_ \$2,500 **Best of Both Worlds** (includes cost of classes)

\_\_\_\_\_ \$4,000 **In-Person Shadow Labor Support** (includes cost of classes)

\_\_\_\_\_ \$5,000 **In-Person Labor Support with *tracy hartley* only** (includes cost of classes)

**Discounts:**

\_\_\_\_\_ -\$50 Discount for group classes: Name of 1<sup>st</sup> referred person: \_\_\_\_\_

\_\_\_\_\_ -\$50 Discount for group classes: Name of 2<sup>nd</sup> referred person: \_\_\_\_\_

\_\_\_\_\_ -\$250 Discount for labor support for second vaginal birth (virtual or in-person with tracy - not available for Best of Both Worlds)

**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 shadow and/or backup for my birth.**

Date \_\_\_\_\_

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

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

Doula tracy hartley  
(Print) (Signature)