

Mother's Milky Way

Birth Doula Letter of Agreement

As a Birth Doula my role is to accompany a women in labor to help ensure a safe and satisfying birth experience. I will draw upon my knowledge and experience to provide emotional support, physical comfort and the information you need to make informed decisions as they arise in labor. I 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. I am independent and self-employed. I work for you, not your caregiver or hospital.

Prenatal: I prefer to meet with you and your partner at least twice before labor to become acquainted , to explore and discuss your priorities and any fears or concerns, and to plan how we will work best together. This includes assisting you in making your Birth Plan, your preferences regarding pain management options and the use of pain medications. I will want to know your best ways of coping with pain and fatigue and how you and your partner foresee working together and with me. If possible one of these visits will be at an appointment with your Doctor or Midwife.

Backup: I will have a backup Doula chosen that you will have an opportunity to either meet in person or during a phone call to get to know one another. She will be available during the same time frames as myself, 24 hours/day two weeks before your EDD until birth. You will have her contact information in the case that I am unreachable or have become unavailable when you go into labor. I will make my best attempt to chose a backup that has similar training as myself and is a good "fit" for your special circumstances and desires for your birth process.

Scope of Practice Limitations: As a Dona trained Birth Doula I am not trained or authorized to perform the following:

- Perform clinical tasks, such as blood pressure, fetal heart checks, vaginal exams, or other medical procedures 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. I will help you get the information necessary to make an informed decision. I will also remind you if there is a departure from your Birth Plan.
- Speak to the staff on your behalf. I will discuss your concerns with you and suggest options, but you or your partner will speak on your behalf to the clinical staff.

Cesarean births: I regularly attend cesarean births and will provide support through that process as long as the hospital will allow it. If you are having a scheduled cesarean birth and your hospital will not allow me to there, I will provide 6 hours of postpartum care to make up for the lost labor support time. We will work together to schedule this time, whether in the hospital immediately following the birth or later at your home. This only applies to scheduled cesarean births where there has been not labor support prior to surgery.

After the birth: After your birth I will usually remain with you for about one hour, until you are comfortable and your family is ready for quiet time together. During that time I will take photographs of your new family and help with initial breastfeeding. I am available for phone contact to answer any questions about the birth of your baby. I will also provide one two hour postpartum visit, at your convenience, to see how you are doing, to review the birth, to admire your baby, and get feedback from you about my role as your Doula.

Long or Short Labor: If I am with you, providing labor support, and you are lucky enough to birth in less that six hours, I will provide you with six hours of postpartum support. I am hoping for a birth that lasts for a reasonable amount of time, on average 12-18 hours. For labors that go longer than 24 hours I will charge an additional \$25 per hour for labor support. My clock starts ticking when I arrive to provide you labor support, either at your home or at the hospital.

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 I may provide and/or fail to provide you. You expressly understand that, as a doula , I am not a medical professional and therefore cannot and will not provide you with medical care or advise.

Dispute Resolution: We agree, in the unlikely event that a dispute should occur between us, that

doulacindi@gmail.com

www.mothersmilkyway.com

Cindi Cnop

213-248-1731 cel

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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 attorney's fees and/or expenses arising from any such dispute. We further agree to mediate any dispute arising out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally.

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

Fees: The full fee for doula services is \$2,000. A down payment of \$750.00 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 expected due date. The remaining balance is due two weeks prior to your due date. These fees are not refundable unless there is some unforeseeable emergency on my part that prevents me or my backup from attending your birth. If I am not called to attend, or given adequate notice to attend, I will not provide a refund. This includes precipitous labors. If your fee has not been paid in full two weeks before your due date, I am not obligated to be present at the birth.

I/we have read and understood this letter describing my doula services and agree to it's 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: (print) _____ (signature) _____

Please sign and return both pages. Checks to be made out to Cindi Cnop.

Payment record ~ Total agreement : _____

Deposit : _____ Date: _____

Balance: _____ Date: _____