

## MOTHER'S MILKY WAY BIRTH DOULA LETTER OF AGREEMENT

As a Birth Doula my role is to accompany a woman 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, massage , positioning , and other techniques for comfort and focus. I am independent and self-employed . I work for you, not your caregiver or hospital.

**Prenatal:** I prefer to meet with you and your birth 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 explore your best ways of coping with pain and fatigue and how you and your partner foresee working together alongside me. If possible an additional meeting with your Midwife and/or Doctor to establish myself as part of your care team.

**Scope of practice limitations:** As a Dona International trained Doula I am not 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 advice concerning prescription or alternative medication, or medical advice 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 and present alternatives as options for moving forward.
- Speak to 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 birth:** 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 be there, I will provide 12 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 our home. This only applies to scheduled cesarean births where there has not been labor support provided prior to the birth.

**After the birth support:** After your birth I will remain with you for about an hour until you are comfortable and your family is ready for quiet bonding time together. During that time I will take photographs of your new family and help with initial breastfeeding. I am available afterwards by phone to answer any questions about your birth experience. I will also provide two additional 2-3 hour postpartum visits at your home to review the birth and any lingering questions, assist in postpartum care of the mother like Bankgund Belly wrapping, breastfeeding, postpartum nutrition, baby care , and to get my post birth assessment.

**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 the State of Hawaii Law or Federal Law to waive and hereby do waive any rights, claims or causes of action that you may have against your doula now an 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 advice.

**Dispute Resolution:** We agree, in the unlikely event that a dispute shough occur between us, that all disputes shall be resolved pursuant to State of Hawaii Law and that except 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. We further agree to mediate any dispute arising out of this Agreement before resorting to arbitration or legal 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 Birth Doula services is: \$\_\_\_\_\_. A down payment of \$\_\_\_\_\_ is due along with a signed copy of this agreement to reserve my services for a four week window around your expected due date of \_\_\_\_\_. The remaining balance is due two weeks prior to your due date These fees are non refundable unless there is an unforeseeable emergency on my part that prevents me from attending your birth and fulfilling my contract. If I am NOT called to attend , or given adequate notice to attend, I will not provide a refund. This includes precipitous labor. If your fees have not been paid in full two weeks before your due date I and not obligated to attend your birth

I/We have read and understand this letter describing my birth doula services and agree to its terms.

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Partner: \_\_\_\_\_

Doula: Cindi Cnop Rohan \_\_\_\_\_