

Contract for Labour Support (Doula) Services

Limitations of Doula Practice

I will not make decisions for you. I will provide information that may be helpful for you and/or your partner to make an informed choice.

I will not perform clinical tasks such as assessing blood pressure, checking the dilation of the cervix, monitoring the fetal heart rate, making any medical diagnosis, administering or prescribing medication, or any other procedure that qualifies as practicing medicine. My role is limited to providing for your physical, emotional, and educational support.

I will not provide medical advice or advice concerning any alternative therapies. Any information I provide should in no way be construed as medical advice and is not a substitute for medical advice, which only a licensed medical practitioner can provide. It is your responsibility to seek the advice of an appropriately qualified practitioner in case of doubt.

I will not speak to your medical caregivers on your behalf. I can discuss your concerns with you and provide information on options that may be available and help you with composing questions for you to ask your caregivers, but you or your partner will be responsible for communicating your needs to the medical staff.

I am not licensed or permitted to deliver your baby or to perform any clinical skills related to the delivery of your baby. In the event that the baby arrives unexpectedly at home without a licensed medical practitioner in attendance, you or your partner or other attendant will be responsible for receiving the baby as he/she is born. However, should your partner or attendant not be available to receive the baby as he/she is born, and if you are unable to do so yourself, then with your consent, I may take on this role.

It is your responsibility to ensure that the necessary arrangements are made to have a medical practitioner present at the birth whether the birth is to be in the hospital, birth centre or at your home.

Payments and Refunds

A deposit of 25% is due within 7 days of notification of intent to hire me as your Doula. A further 25% is required prior to our first prenatal appointment and subsequently full payment (the remaining 50%) must be paid in full before 36 weeks.

If you decide to cancel this contract, the following will apply:

Cancellation before 36 weeks: 75% refund is due.

Cancellation between 36 & 38 weeks: 50% refund is due

Cancellation after 38 weeks: no refund due

In the following circumstances, no refund will be offered.

If you plan a vaginal birth and a caesarean is performed after the onset of labour, I will continue to provide support during the surgery (as allowed by hospital/Dr policies) and as required by you, this includes post surgery.

If you and your care provider decide that a planned caesarean is necessary (that is a C/section done before your estimated due date and/or before the onset of labour) I will provide support during the caesarean (as allowed by hospital and/or Dr policies) and immediately after to aid in your comfort and support.

In the case that I do not make the birth because you had the baby while I was on my way to the birth then I will stay with you immediately after to make sure you are comfortable and settled.

Elective Caesarean

If, after signing this contract, you plan to have an elective cesarean, and you do not require me to

be with you during the procedure and/or immediately before and after the birth of your baby, an amended service may be available. This is determined on a case by case basis. Please advise me of your decision to schedule a planned cesarean section as soon as you are able.

You may also choose to have me accompany you to hospital before and/or after your elective cesarean, and to be present with you during the birth, as hospital policy allows, to provide support, information on what to expect, and assistance in making your cesarean birth a positive experience. If you choose this service, the amended-service refund is not applicable.

Failure to Provide Service

I will make every effort to provide the services described herein. Unless there is an imminent personal emergency or sickness, I will be there for you when you need me.

In the case of circumstances beyond anyone's control, including but not limited to a rapid birth or medical emergency, it may be impossible for me to provide these services. No refund will apply.

If you call in good time to advise that you are in labor, but neither I nor your back-up doula attend your birth due to an error on our part (such as

losing or inadvertently turning off our mobile phones, or missing your call), I will refund the total amount paid less the cost of any prenatal care already provided and any postpartum care desired. If you are unable to contact me you are required to leave me a message on my mobile phone, and then to contact your back-up doula both at home and on her mobile, leaving a message on her mobile as well.

If you fail to call me and/or your back-up doula to advise us that you are in labor, for whatever reason, you will not be due a refund of amounts paid. If there is a remaining balance outstanding, this will be due.

Limitations of Liability

To the fullest extent permitted by applicable laws, my liability for any and all claims, losses, expenses, injuries, or damages related to the performance of services under this contract of whatsoever nature and howsoever arising whether in tort or in contract or otherwise shall be limited to the amount paid by you pursuant to this contract.

I will not be liable for any direct, indirect, incidental, special, or consequential damages, resulting from the provision or non-provision of services under this contract, even if the possibility of such damages has been specifically advised.

In signing this contract, you agree that you understand and agree with all the points herein. You further agree that you have been given the opportunity to raise any questions that you might have concerning my services and that these questions have been answered to your satisfaction.

Mother's Name: (pls print)	
Mother's Signature:	Date:
Doula's Name:	
Doula's Signature:	

