

Doula Services Contract

OVERVIEW

This agreement is between Moon River Birth (the doula; Megan A. Jennings) and (the client) for the purpose of providing doula (Labor Support) services. A doula provides continuous emotional, informational and physical support for the birthing person (the client) and their partner/ family. Through prenatal appointments, the doula provides resources throughout pregnancy and helps the client prepare for their upcoming birth.

SERVICES

- Emotional, informational & physical support during pregnancy, birth and postpartum.
- Upon contract signing, email/text/phone support during normal business hours (or after hours in unusual circumstances).
- You decide how many visits you'd like to have. On average I suggest having 2 prenatal and 1 postpartum visits (approximately 1.5 hrs. each) to get to know your unique preferences and vision for this labor and postpartum period.
- On-call and reachable 24/7 during your birth month between 38 - 42 weeks.
- Help writing and or reviewing birth and postpartum plans and preferences.
- During your birth (see When to Call), I provide continuous support as defined as:
 - Facilitation of your birth vision, including but not limited to comfort measures such as breathing, relaxation, movement, positioning, and comforts the client with the use of touch, hot or cold packs, beverages, warm baths and showers, and other comforting gestures as wanted or needed.
 - Setting the room with lights, music, scents or anything else that feels supportive to the client.
 - Working with your family (if applicable) to establish and maintain a peaceful and positive environment.
 - With your permission, use my phone to take photos as opportunities arise. If you have hired a birth photographer or have another person taking photos I will not take any photos unless directed to. Any photos taken will be uploaded to a google

photo album, for you to download at your convenience. Once you have downloaded the photos you want to, the album and all photos will be deleted.

- Working with the staff and providers to establish a good rapport and to ensure that you have enough information to make informed decisions about your care.
- Assists you and your family to become informed about the course of labor and the options. Doulas are well-versed in non medical skills.

Doulas do not:

- Perform clinical tasks, such as vaginal exams, fetal heart rate or blood pressure monitoring.
- Diagnose medical conditions, offer second opinions or give medical advice.
- Make decisions for the client
- Project their own values and goals onto the client.
- I will arrive and begin support within 2 hours of your phone call requesting my presence. Support will be continuous. I will inform you of any foreseeable times when I might be unavailable for labor support (see Cancellation & Backup).
- After birth I will remain with you for an hour or so after the birth, until the client is comfortable and ready for quiet time with loved ones. I will help you create the environment you want for those first few critical hours of bonding with your new family. I will schedule your postpartum visit in the week following your birth to see how you and your family are adjusting, assist with any issues, and listen to your birth story. Taking the time to process the joyful, difficult, miraculous and messy moments from the birth.
- Postpartum resources and referrals to professional local practitioners.

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WHEN TO CALL

From the moment we agree to work together, I'm available to provide support for you and your family. **Call** if anything unusual or perceived as unusual comes up during the pregnancy. **Call** when you think you notice any birthing signs, even if you do not feel you need me yet. When you call during labor, together, we will decide if I should come right away or wait awhile and reassess again soon. If I do not immediately answer whether from a text or call, please **CALL** back immediately. My phone is set up to alert me when I receive multiple calls from the same number. Please allow 2 hours for me to arrive from the time you ask me to come, though I can generally come much sooner. We will decide where I should meet you – the birthing location; home/ birthing center/ hospital. In the case of transfer of care and or chemical induction of labor I will greet the family upon checking in at the hospital to assess needs if desired. Then possibly return home for rest while the family rests, returning when labor activity begins. An individualized plan can be made depending on your needs.

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FEES

Sliding Scale

You choose the rate that works for your family, within the sliding scale (suggested \$650-\$2000). No questions asked. You decide how many visits you need before your birth. You decide how many visits you need after the birth. On average, I prefer to meet at least twice before your birth and once after.

A **non-refundable** deposit which is 30% of your rate will be collected at the contract signing. The deposit ensures that I will be available and on-call during your birth month. The remaining balance is due by the first postpartum appointment. If the fee is not paid in full within one month from the postpartum visit, a late charge of 5% will accrue monthly until paid. Cash, Checks, Venmo, Cash App & Paypal payments accepted. Email associated with those apps is my personal email address.

Total Rate to be paid:

Deposit paid:

Remaining Balance after Deposit:

Insurance

Currently not many insurance companies reimburse for doula services. If you would like to request reimbursement from your insurance I can provide you with a Super Bill (containing my NPI: 1194236059) to submit with your claim to your health insurance. The doula does not submit the forms, you are responsible to do so. The client pays the doula in full and then submit a request to the insurance company to be reimbursed. Claim submissions can be submitted multiple times up to 12 months after the birth. I would encourage you to try and request reimbursement. If every client of mine requested reimbursement and submitted their doula services invoice to insurance it would demonstrate consumer desire for it to be a covered service and thereby elevate the profession's profile so that conversations around reimbursement could happen.

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CANCELLATION, BACKUP & SHADOW POLICY

A backup doula may stand in for me in cases such as contagious illness, other extenuating circumstances, or during an extended labor. It is my responsibility to inform you in as much advance notice as possible of any dates or times a backup will stand in for me. If a backup doula is used, the client compensates the primary doula (Megan A Jennings) as planned, who will then compensate the backup doula for services rendered. If you go into labor before 38 weeks, I will make the best effort to join you as soon as possible and or make other arrangements as necessary.

It is my top priority to provide the services described here. If I fail to attend the birth due to circumstances beyond anyone's control (e.g. an extremely rapid birth process, the client fails to call the doula, or if the client chooses after 38 weeks of pregnancy not to utilize doula services) I will retain the fee and not collect any other fees or deposits. The deposit ensures I am available to your birth from 38 to 42 weeks of your pregnancy. In the event of pregnancy loss, the doula will work with the client on a case-by-case basis.

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LIMITATIONS & LIABILITY

In entering a contract for doula (Labor Support) Services with Moon River Birth; Megan A. Jennings, I hereby acknowledge that during the performance period of this contract, services may be provided to me in my home, traveling to a medical facility, and/or hospital. I understand that Moon River Birth; Megan A. Jennings has a limited role pursuant to the description of tasks outlined in the above-referenced contract wherever services are provided to me. Moon River Birth; Megan A. Jennings has not represented to me that contracting for services guarantees in any way a risk-free or emergency-free labor and birth experience. I understand that my doula(s) does not make medical decisions on my behalf, to include the decision when to seek medical care at the birthing location when labor support services are provided in my home. When services are performed in a medical facility, I acknowledge that Moon River Birth; Megan A. Jennings is not responsible for the performance of clinical tasks to include medical decisions regarding the inclusion or exclusion of treatments available to me and my baby.

Now, therefore, in consideration of the above acknowledgements, I (both jointly and separately) on behalf of myself, my heirs, administrators, personal representatives, executors, and assigns to **RELEASE AND FOREVER DISCHARGE** Moon River Birth; Megan A. Jennings from all damages or causes of actions, either at law or in equity, which I may have or acquire or which may accrue to

me, my heirs, administrators, personal representatives, executors or assigns as a result of using the doula services of Moon River Birth; Megan A. Jennings. I intend this to be a COMPLETE RELEASE AND DISCHARGE from all liability whatsoever.

I have read all statements contained herein and I fully realize that I am signing a COMPLETE RELEASE AND BAR to any claims which I have or believe I have resulting from my contract for doula services.

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RELEASE & CONFIDENTIALITY

Signing this contract gives me leave to discreetly discuss your pregnancy and birth on a need to know basis with other birth professionals in both formal and informal settings. I will never use your name, your child's name, the date you gave birth or any other identifying information. Your information is kept in my client files and on my password protected devices. Upon request and written permission I may share your images on my business social media pages and website.

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RESPONSIBILITY OF CLIENT

You are responsible for your own clinical and medical well-being. You are responsible for making informed decisions and for your own education and research on topics pertaining to you. I ask that you inform me of any pregnancy-related or other health complications or conditions you may have, as well as any other special circumstances you might have or require. I also ask that you keep me abreast of what happens at your prenatal appointments from 36 weeks forward (if your cervix is dilated, any tests or procedures you might experience, anything your care provider seems concerned about, etc). I also request that you inform your care provider that you have hired a doula. If for any reason you decide not to have me at your birth after you have signed this contract, I ask that you let me know as soon as possible.

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COVID-19 AMENDMENT

I trust that you and your family are doing their best to reduce your exposure to Covid-19. I have been vaccinated with Moderna's Covid vaccine and as of 02/04/2021 and have had both doses. Even with vaccination I will continue to limit my in person visits with you. Prenatal meetings will be virtual until 38 weeks, then at that point we can schedule a home visit. Anytime I am in your home I will do my best to wash my hands upon entry, keep my distance and wear a mask at all times.

Birth Scenarios Possible under COVID-19:

If the laboring person or their partner is COVID-19 Positive or "presumptive positive" I unfortunately will not be able to attend your delivery in person, nor will I be comfortable sending a backup doula.

If the birthing facility denies entry to doulas for support during labor, I will still provide in-person support while you labor at home, and my Cyber Support Plan as outlined below.

If the birthing facility denies entry to your partner as well as doula support, I will be providing emotional support in person to your partner while you are birthing and together I will work with my Cyber Support Plan.

Cyber Support Plan:

I will make myself available for support via Facebook Messenger or Zoom from the point I can no longer provide in person support. If you do not have an appropriate device for this, I will sanitize one and loan it to you.

Opt-out and amended refund policy:

In the event that no healthy doula can be found to support your labor in-person, a 50% refund is offered and the above-mentioned Cyber Support Plan is offered in full.

In the event that the birthing facility denies entry to doulas and I am unable to offer support in-person at home (such as during an induction), a 25% refund is offered and the above-mentioned Cyber Support Plan is offered in full.

If you wish to opt-out of labor support before 38 weeks, you will be eligible for a 50% refund and I will no longer be on call for your labor. Postpartum support will still be offered in the form of email and text access and one Zoom meeting.

If you opt out of labor support via video in labor but still wish for in-person support before you are admitted, no refund is offered.

All refunds will need to be formally requested and know that refunds may take up to 90 days to process.

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ACKNOWLEDGEMENT AND SIGNATURE(S)

I read, understand and accept the terms of Moon River Birth's Services, Limitations and Fees.

Client Signature

Date

Megan A. Jennings- Doula Signature

Date