



## Letter of Agreement for Birth Doula Services

I (Client's Name) \_\_\_\_\_  
residing at \_\_\_\_\_  
hereby choose to contract with \_\_\_\_\_  
for Birth Doula services on or about (Estimated Date of Birth) \_\_\_/\_\_\_/\_\_\_.

All Bloom Baby affiliated Doulas are self-employed, independent, non-medical care providers. Their support services do not replace medical care or advice from your Doctor.

Your Birth Doula Package includes:

- Phone and email support as needed throughout the working relationship
- On call availability, 24/7 three weeks before your due date & until you deliver
- Up to two 60 minute prenatal visits
- Continuous support during labor and delivery
- Immediate postpartum care for up to two hours at your place of birth
- One 60 minute postpartum visit
- Guaranteed back-up, arranged directly by your Birth Doula

### Scope of Services & Limitations

Before labor your Birth Doula will:

- Discuss your birth preferences including your wishes, priorities, fears, & concerns
- Offer educational & informational resources regarding pregnancy & birth
- Explore how to best support you and your partner during labor
- Provide you with a back-up doula & the opportunity to pre-approve them

When you are in labor your Birth Doula will:

- Provide phone support during pre/early labor
- Join you when it is evident that labor is underway, as discussed prenatally (In the event of an induction your Doula may provide extended phone support prior to joining you.)
- Offer emotional, mental, and physical support
- Support and encourage your preferences as long as they are safe for you and your baby
- Remain with you throughout labor and birth (In the event of a long labor, your Doula may call in Back-up support.)

After birth your Birth Doula will:

- Remain with you for an hour or two after delivery
- Provide initial breastfeeding support, as needed
- Support you in reviewing your birth and exploring newborn care, infant feeding, and your emotional/physical recovery process
- Provide you with resources for postpartum needs beyond a Birth Doula's scope of practice

Your Birth Doula will not:

- Attend an unassisted labor and delivery
- Perform any medical assessment, evaluation, or task
- Make decisions or speak to your medical team on your behalf
- Provide transportation for parent, baby, or any family member

Health & Wellness

- For prenatal and postpartum visits, both parties agree to communicate *prior to the scheduled visit* if any member of their household has a contagious illness. This allows both parties to make decisions about their own family's health and also allows your Doula to consider other families she may be supporting. Your Doula reserves the right to reschedule these visits and/or conduct them virtually if anyone in your home is unwell.

I understand and accept the scope of services as outlined above. \_\_\_\_ Initial

## Fees

I acknowledge that my chosen affiliated Doula is an Independent Contractor with Bloom Baby as a Tier \_\_\_\_ Birth Doula, and hereby agree to contract for the services described herein.

A 50% non-refundable retainer is due upon contract signing. The balance is due on or before 34 weeks of pregnancy or date of contract signing, whichever is later.

The total fee for the services described in this Letter of Agreement is \$\_\_\_\_\_. The (50%) non-refundable retainer for these services is \$\_\_\_\_\_. The (50%) balance of \$\_\_\_\_\_ is due (Circle One) upon contract signing / on or before 34 weeks of pregnancy, \_\_\_\_/\_\_\_\_/\_\_\_\_. If the full balance is not paid, services will cease.

In the event you are supported by your Doula &/or Back-up Doula throughout labor/birth & the immediate postpartum period for longer than a total of 24 hrs, you will incur an additional flat fee of \$150 for Training Tier, \$250 for Tiers 1- 3, and \$400 for Tier 4 and above. Upon notice from your Doula(s), Bloom Baby will issue a new active invoice for the balance to be paid in full within two weeks post delivery.

Following receipt of this signed agreement, you will receive an active invoice with instructions to submit your secure payment(s) online. Payment must be submitted to Bloom Baby LLC. Services are not guaranteed until a signed contract and payment are received.

I understand and accept all fees & payments as outlined above. \_\_\_\_ Initial

## Refunds

If for any reason you decide not to work with your chosen Bloom Baby affiliated Birth Doula after contract signing up to 34 weeks of pregnancy, the full non-refundable retainer will be kept by your Doula and Bloom Baby. If any balance has been paid, you will receive a refund in that amount.

In the event that you decide not to work with your Bloom Baby affiliated Birth Doula after your 34th week of pregnancy, or if you fail to call your Doula to attend the birth, the full fee will be retained.

Every reasonable effort will be made to provide all of the services described here. Sometimes, for reasons outside our control, this is impossible (for example, when there is rapid labor). If your Doula is unable to attend the birth under such circumstances, the full fee will still be retained.

In the event of cesarean section, either decided upon prior to the onset of labor by the mother or her medical provider, or as a result from a complication during labor, the full fee will be retained. In this situation, your Doula will still accompany you to the hospital and will provide you with the best possible care while also honoring the rules and regulations put in place by your medical team and care facility.

In the rare and unfortunate event of a loss of life, or medical emergency prior to labor & delivery that prevents the terms of this agreement from being carried out, please notify your Doula. In this scenario, refunds are considered on a case by case basis.

**I understand and accept the refund policies as outlined above. \_\_\_ Initial**

## Release

I acknowledge that all Bloom Baby affiliated Doulas are self-employed, independently contracted, and carry their own professional liability insurance, which will cover them during our working relationship. I further understand that all scheduling, records of service hours, and completion of the services specified herein will be the direct responsibility of my chosen Birth Doula.

In the event of severe weather, natural disaster, public health crisis, or other state of emergency, I understand that access to roads may be limited and/or hospitals and birthing center policies may change, keeping my Doula from being physically present. In such circumstances, my Doula will remain on call for me and provide virtual support (video chat, text, phone, etc.), and/or make up visits, when it is safe and permitted to do so. In such circumstances, no refunds will be issued and any unpaid balances will still be due.

I hereby release and discharge Bloom Baby, LLC from any and all claims arising from my birth, recovery, and the health & well-being of myself/my family, to the fullest extent permitted by law.

In the unlikely event that a dispute should occur between myself and my independently contracted Bloom Baby affiliated Birth Doula, I will first contact Bloom Baby directly to resolve the situation. If no satisfactory resolution is reached, I agree that all disputes shall be resolved pursuant to New Jersey State Law. As such, I agree to mediate any dispute arising before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between myself and my independently contracted Bloom Baby affiliated Birth Doula.

**I understand and accept the terms of release as outlined above. \_\_\_ Initial**

## Confidentiality

For the purposes of providing the best quality care, I hereby give permission for my Birth Doula to document personal information that I choose to disclose regarding my family, labor, birth, and postpartum experience, as well as information about my child(ren). This information will be used primarily for the purposes of providing doula services, and may also be shared with any doula providing back-up support as well as Bloom Baby LLC. The information may be used anonymously for purposes of doula certification or recertification, and/or for statistical purposes.

I understand and accept the terms of confidentiality as outlined above. \_\_\_\_ Initial

## COVID-19 Recommendations

With the continued impact of COVID-19, supporting our Clients and affiliated Doulas to be as safe as possible remains important to us. Based upon current information and state-wide statistics we would like to offer you the following guidelines and recommendations, to be considered as they apply.

We recommend that:

- Complimentary consultations take place virtually, or in a mutually agreed-upon space where appropriate social distancing may be maintained, *if desired*.
- Each Doula works with one client at a time *unless* there is transparency in regard to the precautions being taken (which may include discussion around vaccination status and/or Covid-19 testing) & there is mutual agreement between all potentially involved parties.
- All prenatal visits with your Birth and/or Postpartum Doula take place virtually, or in a mutually agreed-upon space where appropriate social distancing may be maintained, *if desired*.
- Clients and Doulas maintain full transparency in discussions about any potential exposure and/or developing symptoms throughout the working relationship.

I understand the COVID-19 recommendations as outlined above. \_\_\_\_ Initial

## Additional Notes

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**Any changes to this agreement must be made in writing, signed by both the client and doula, then submitted to Bloom Baby for administrative approval, prior to being enacted. By signing this Letter of Agreement, I hereby acknowledge my understanding of the above terms. I accept the birth doula's scope of services and limitations, and agree to pay for the services described herein.**

Client (Name Printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Preferred Email/Phone # \_\_\_\_\_

Doula (Name Printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Preferred Email/Phone # \_\_\_\_\_