**DOULA SERVICES AGREEMENT**

**I. THIS AGREEMENT**  made and entered into the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by and between Kalyn Zapata (hereinafter referred to as “I” or the “Doula” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “you”).

 **What is a Doula?**

A doula is a professional labor support person, trained and experienced in childbirth, who is hired by a woman to provide continuous physical, emotional, and informational support to during and just after birth. It is only natural for a woman to want support and companionship during the labor process; a doula provides that stable support.

**II. Background and Qualifications**

I have received education from The HypnoBirthing Institute, with certification qualifications from said Institute, as well as Contemporary Doulas International. I am also a Certified HypnoBirthing Practitioner, trained in hypnosis and breathing techniques specific for birth.

**III. Overview of Services**

A doula provides support consisting of praise, reassurance measures, physical contact such as massage, relaxation, positioning and other measures to improve comfort to you, the mother, as well as explaining what is going on during labor and delivery, making suggestions for labor progress, and providing a constant friendly presence. I will provide you with the following services:

Prenatal Meetings with the Doula

My fee includes at least one prenatal visit with you and your partner to briefly discuss my services and build a rapport.

Initial Consultation

I will meet with you and/or your partner(s) to review this Doula Services Agreement and  Birth plan questionnaire. I will review my role as Doula and address any questions or concerns. (This meeting does not obligate you or your partner to use my services.)

Pre-Birth Planning Session

I will assist with Birth plan preparation and can demonstrate breathing and relaxation techniques and comfort measures for labor. Again, this will allow us to become better acquainted, to explore and discuss your priorities and any fears or concerns, and to become familiar with your birth plan, including your preferences regarding coping techniques and the use of pain medications. We will discuss how we may best work together.

Support During Labor & Birth

I prefer that you call me when you think you are in labor, no matter what time of day or night; even if you do not yet need me. I am available to answer questions and make suggestions over the phone. Once labor has begun, we will decide where and when I will meet with you and your partner in your home, at the hospital or birth center or decide if we will wait for further change. I will need approximately 1-2 hours to get to you from the time you ask me to meet you. Except for extraordinary circumstances, I will remain with you throughout your entire labor and birth. I will provide continuous emotional support by providing reassurance and encouragement to you and/or your partner.  As a Doula, I can make suggestions for labor progress, help with breathing and relaxation techniques, massage, positioning and comfort measures for your labor.

Assistance with Communication and Information

I help facilitate communication between you, your partner and the clinical care providers.  While I never interfere with clinical management, I do help you and your partner ask questions and get information you need to make informed decisions. I will also point out any departure from the birth plan. As Doula, I always respect and support the decisions you and your partner make.

After the Birth

I usually remain with you and your partner for 1-2 hours after the birth, until you are comfortable and ready for some quiet time together. After the birth, I will also be available for phone contact to answer questions about the birth or the baby. Additionally, I would like to make one  postpartum visit to your home within 1 to 2 weeks, to see how you are doing and for us to  discuss and review your birth experience and give support if needed.

**IV. Limitations**

As a Doula, I do not perform clinical tasks, such as blood pressure checks, fetal heart checks, vaginal exams and other such duties. I am there to provide only physical comfort, emotional support, and advocacy.

I do not make decisions for you and/or your partner. I will help you get the information you need to make an informed decision. You and/or your partner make all decisions and speak on your own behalf to the clinical staff.

I do not speak to the staff on your behalf. I will offer suggestions and present options. I will  remind you if there is a departure from you birth plan.

Idonot make clinical assessment or decisions concerning the birth or the newborn. Therefore, I assume no responsibility for the out come of the birth.

I do not work for your caregiver or hospital. I am independent, self-employed, and work to provide you with a satisfying birth experience.

In the event that I am assisting you in your home, and you need to be transferred to the hospital, I will call 911 at your request, or the request of your partner.

In the event that life-saving measures need to be taken, I will relieve myself as a Doula and act as a good Samaritan, to the best of my ability, and may not be held responsible for the outcome.

**V. Fees**

Fees for Services described in Section 3 above are $900. A non-refundable $500 deposit is required prior to the Pre-Birth Planning Session. The remaining $400 is due by your 37th week of pregnancy.

**VI. Refunds**

You understand that after you sign this Doula Services Agreement, you can choose not to have the Doula attend the birth, but that you will forfeit the deposit and fees paid under this Doula Services Agreement, except where the Doula may use her sole discretion to refund a portion of the fees barring the circumstances. You understand that the Doula will make every effort to attend the birth and fulfill the obligations of this Doula Services Agreement, but in the event of unforeseen events, without limitation, such as rapid labor, your failure to call, or a cesarean section where additional persons are not allowed, the Doula may not be able to attend the birth. If inability to attend the birth is due to such unforeseen circumstances, a portion of the payment for Doula services may be returned by the Doula, at the Doula’s sole discretion. You understand that if the Doula is unable to attend the birth due to circumstances within her control, she may provide a replacement Doula or may refund a portion of the full fees under this Doula Services Agreement, at her sole discretion.

**VIII.** **Force Majeure**

Doula shall be not be responsible for failure to fulfill obligations due to causes beyond the Doula’s reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the Doula, so long as the Doula has used her best efforts to remedy such failure or delays.

**IX.** **Amendments**

All amendments to this Doula Services Agreement must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties below has caused this Doula Services Agreement to be executed on the day and year written above.

DOULA: MOTHER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                          Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PARTNER:

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                          Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_