

Homebirth Contract

Financial Agreement

Services: Services included in the Birth Matters Global Maternity Care are: complete prenatal care, birth and postpartum care (standard maternity coverage through six weeks postpartum)

Specific Services within Global Maternity Care:

- Pregnancy Testing
- Pregnancy & Nutritional Counseling
- Prenatal Screening & Prenatal Visits (as outlined in the Practice Guidelines)
- Home Birth & Neonatal screening
- Breastfeeding Instruction & Support
- Birth Supplies & Equipment supplied by Midwife
- Suturing of Perineal Tissue, if needed up to a 3rd degree laceration
- Postpartum Care for approximately 6 to 8 weeks after birth

Birth Matters Midwifery will provide these services at an additional financial cost:

- Clinical laboratory testing by an outside reference laboratory, including ultrasound and newborn screening exam
- Insurance submissions through our billing services

Birth Matters Midwifery Care does NOT provide these services:

- Circumcision
- Hospital or birth center births or cesarean births, other than birth support; we are not responsible for any expenses that occur as a result of transport
- Prescribe or give analgesic drugs or narcotics before, during or after the birth
- Suturing of perineal tissue with a fourth degree tear
- Deliveries using forceps or vacuum

Clients will pay for and supply the following:

- A Birth Matters Midwifery Care Birth Kit, available at www.birthwithlove.com and items on the supply list in the Welcome Packet
- Laboratory/Diagnostic Tests upon recommendation of Birth Matters Midwifery Care, necessary in providing good prenatal care to the mother and baby and aid in the detection and management of possible birth complications
- Rh Antibody Testing and Rhogam Treatment: In the case of an Rh negative mother and an Rh positive infant, including cord samples lab work to determine baby's blood type
- Prescriptions & Non-Prescription Medications, or herbal supplements, needed for the mother and/or infant related to the present pregnancy and postpartum care
- Emergency expenses that may include transportation, emergency room and physician expenses, surgery and medications; or any standard hospital, clinical, physician, nursing, or doula expenses related to the present pregnancy & postpartum care

Schedule of Fees:

All fees must be paid in full by the EDD (Estimated Due Date). If the client's health insurance coverage extends to include Birth Matters Midwifery Care fees (in whole or in part), Birth Matters Midwifery Care will reimburse the client promptly upon receiving payment

from the health insurance provider. Claims are submitted after the birth of the baby and it may take 4-8 weeks to receive any reimbursement.

For Clients with Homebirth Insurance Coverage

The Global Birth Fee billed to insurance is \$4000

This includes all care from pregnancy testing, initial consultation, routine prenatal visits and a 36 week home visit, standard medical testing using out-of-laboratory methods, nutritional counseling, prenatal education & preparation, homebirth services, immediate postpartum care and newborn exam, 3 postpartum home visits and 2 postpartum office visits. This is the cost regardless of what point in the pregnancy the client signs on. Payment in full is due by EDD (estimated due date). Once the baby is born, insurance is billed and reimbursement is issued once coverage has been extended by the insurance company.

For Clients Without Homebirth Insurance Coverage

We offer three packages:

Package 1 "Office Visits" : \$3300 (due by 36 weeks)

All visits take place in the Birth Matters office at 294 Stoughton, excluding the 36 week visit and the first 3 postpartum visits which are done at the clients home.

Package 2 "Mixed Visits": \$3600 (due by 36 weeks)

Visits take place at the Birth Matters office at 294 Pleasant St. Stoughton until 28 weeks. All visits following the 28 week visit take place at the clients home. The first 3 Post Partum Visits take place in the clients home.

Package 3 "Home Visits": \$4000 (due by 36 weeks)

All visits take place in the clients home.

Payment Schedule:

A deposit of \$400.00 is due upon returning the signed contract. Ideally, clients return their contract by their 2nd visit. Moreover, without this payment, a woman will not be considered a client of Birth Matters Midwifery Care and no spot will be held for her eventual labor and birth.

There is a suggested timeline for making payments outlined below. These are just suggestions, clients may make smaller or larger payments as long as they are paid in full according to the payment option chosen.

Payment Due Dates	\$3300 (Paid in Full by 36 Weeks)	\$3600 (Paid in Full by 36 Weeks)	\$4000 (Paid in Full by 36 Weeks)
Deposit upon signed contract	\$500	\$500	\$500
20 Weeks	\$800	\$600	\$700
28 Weeks	\$700	\$1200	\$1200
32 Weeks	\$700	\$600	\$800
36 Weeks	\$600	\$700	\$800

A discount of 10% off the selected package, as well as additional support is available for those eligible to receive government aide such as WIC, Foodstamps, TAFDC, SSI, Masshealth/Medicaid,

Housing Assistance and/ or other program not listed here. Current students may also qualify for a discount.

Qualifying factors are determined on a case-by-case basis and all qualifying clients are expected to pay in full by the Estimated Due Date (EDD). In order to reserve a space in Birth Matters Midwifery Care schedule and retain the birth team, a deposit of \$500 must be in place by the 2nd prenatal visit.

Late to Care

Clients who arrive "late to care" (beyond 28 weeks pregnant) are offered a choice between **Package 1** (Office Visits) and **Package 2** (Home visits). It is required that they pay in full by 36 weeks.

Payment Methods

Clients can pay by personal check, cash, credit card or paypal. Payments can be done in person, by mail or online. Checks can be made out to Birth Matters Midwifery Care. The mailing address for payments is 7 Plymouth Rd., Wareham, MA 02571. Online payments can be made by going to www.homebirthmatters.com, clicking on "Client Options" then "Make a Payment", click on the "Pay Now" button. Receipts/ invoices are available upon request.

Clients are billed a \$20 fee for returned checks. Accrued charges and unpaid balances are subject to a \$20 monthly fee starting in the first full month after the baby's birth. In cases of financial hardship, clients may request a revision to their payment plan. Birth Matters Midwifery Care reserves the right to decline to alter any existing agreements. The level of care will not be compromised because of any kind of discount.

Additional/Optional Fees:

- Visits outside of the "Routine Schedule of Visits" initiated at the client's request are billed at a rate of \$100/visit
- Clinical laboratory Testing (Blood Tests, Prenatal Workups) - variable cost (billed to insurance)
- Birth Kit - \$60
- Insurance Billing through Birth Matters Midwifery Care Billing Service - \$150 (excluding \$20 set up fee paid to Larsen directly)
- Birth Tub Rental - \$100
- Childbirth Classes - \$200
- Postpartum Rhogam- \$125

Transfer of Care/Refunds:

Once client signs this contract and remits the deposit of \$500, prenatal care is begun by Birth Matters and a spot is secured on the roster for the upcoming birth. If client is referred to another care provider, or discontinues their relationship with Birth Matters at any point, for any reason, NO REFUND WILL BE GIVEN OF PAYMENTS MADE UP TO THAT POINT. Reasons for discontinuation that would not result in a refund include, but are not limited to: moving, change of mind, miscarriage, changing practices or missing scheduled visits for any reason. When client goes into labor and the midwife and/or any birthing attendants arrive to attend the labor, regardless of outcome and final place of birth, NO REFUND WILL BE GIVEN. If it is a precipitous birth or if the birth team receives delayed notification and miss the birth, NO REFUND WILL BE GIVEN. If the birth process is transferred to a medical facility during labor, the midwife will continue to provide labor support and lactation consultation and follow up postpartum care. If for some reason, you are not satisfied with our care, a formal complaint may be issued, but no refund is implied or guaranteed. Our fees are market fair and comparable or priced below other practitioners providing similar services.

**The only scenario in which it may be possible for a refund to be given is if a client pays ahead of schedule. For instance, if a client pays the entire fee upon returning the signed contract. and care is discontinued at some point prior to the date outlined in the timely pay rate option chosen. The amount of the refund will depend on the Payment Option chosen by the client, how many visits were made, what tests were conducted, what services were rendered on by Birth Matters Midwifery Care and the exact amount of money paid by the client. If a client pays the entire Fee ahead of schedule and care is discontinued after week designated by the payment option they chose, NO REFUND WILL BE GIVEN. Not only will Prenatal Care have been given, the birth team is on call for the client and spaces in our calendars have been set aside for the birth and postpartum visits; precluding the birth team from engaging other clients.

Birth Matters Midwifery Care reserves the rights to decline further care in the event of non-payment within agreed upon terms, Jessica or Sarafina's assessment of client medical or psychological condition(s), or because of noncompliant/uncooperative actions on the part of one parent or both.

I/We have read and agree to all sections of this contract. It is agreed that Jessica Petrone, Midwife and Sarafina Kennedy, Midwife are contracted for the services stated within this agreement. I/We accept the full financial obligation of all services rendered. I/We do hereby understand and accept all information, terms and conditions as laid out herein. I/We execute this contract voluntarily and with full knowledge of its significance and ramifications.

Signature (Mother) Date

Printed Name (Mother)

Signature (Father, Partner, Legal Guardian) Date

Printed Name (Father, Partner, Legal Guardian)

Informed Consent

This is an agreement between Birth Matters Midwifery Care and the undersigned expectant parents/partners/legal guardians. The parties agree to the following:

We believe that birth is a safe, normal, physiological experience/event. We believe that women are strong human beings who are designed to experience birth and are fully capable of birthing naturally with minimal medical intervention. We believe that babies are designed to emerge from the experience safely and unharmed. We believe that good nutrition is an essential component of safe birthing. We believe that a well-trained and well-equipped home birth midwifery team offers healthy women and their families a safe opportunity to give birth in an environment of confidence, relaxation, trust, and security. We believe that beginnings are important, and that a gentle, natural birth is best for the mother, and the best way for our baby to enter the world. We believe babies and mothers should not be separated after birth. We believe that it's best for babies to be born into an environment of love.

In choosing home birth I/we understand that I am taking primary responsibility for all decisions, procedures and outcomes regarding my prenatal, birth and postpartum care. I acknowledge that I am contracting for the midwifery services of Jessica Petrone and Sarafina Kennedy. I have chosen to have a home birth, based upon what I believe to be a thorough examination of the alternatives. I have discussed my prenatal care and birth options with physicians and other knowledgeable people to the extent I think is necessary.

I/we also fully understand and agree to the following:

1. Birth Matters Midwifery Care midwives are home birth midwives. They are not doctors or nurses. Birth Matters Midwifery Care provides care for women who have normal, uncomplicated pregnancies and expect a normal delivery of a healthy child. It is the policy of Birth Matters midwives to attend home births between 37 and 42 weeks of pregnancy. Births occurring within this gestation period are normally considered low-risk.
2. While there are many advantages to a home birth, it is impossible at a home birth to provide the same type of care that is available in a hospital. For example, hospitals utilize more equipment, such as monitoring devices (other than a Doppler), surgical apparatus', various medications (including anesthetics and analgesics), blood plasma, etc. I am fully aware that in the event of a complication or emergency there are fewer alternatives for medical intervention available at a home birth than there would be in a hospital.
3. It may become necessary during the birth to transfer the mother and/or child to the hospital, before, during, or after the birth. I agree to go to the hospital upon the midwives recommendation. If this becomes necessary, I understand that in most circumstances, such transport is via private car.
4. I agree to have the baby seen by a physician for a newborn physical examination, within the first 48 - 72 hours of birth, or sooner if the midwives deem it necessary.
5. I understand that Birth Matters Midwifery Care midwives are NOT licensed by the state of Massachusetts and DO NOT carry medial malpractice insurance.
6. I understand that Birth Matters Midwifery Care midwives DO NOT have formal physician back up. Jessica Petrone and Sarafina Kennedy will discuss the range of options for transport, and assist me if I request it in developing my plan.
7. There are various tests available, such as amniocentesis, to detect genetic abnormalities or other complications. Birth Matters Midwifery Care does not perform such tests, although referrals may be made to diagnostic centers. If the need or desire for such tests should arise, they should be fully discussed with a medically trained professional.
8. Certain risk factors may become known during the prenatal period. I understand that these factors pose a risk of complications and/or injury to the mother and/or child. If the midwives

believe that the risk is too great for a home delivery, and I decide to stay at home despite their concerns, I agree to sign a form taking full responsibility for proceeding with a home birth despite these risk factors.

9. I understand that even with the most attentive care during the prenatal period, unpredictable medical problems may arise during pregnancy or childbirth. Because some of these problems may place my child or me at risk, transfer to a physician and/or hospital may be necessary. The following situations may be considered high risk. If they occur during my pregnancy and cannot be resolved, I may need to reconsider my decision to have a homebirth. They include but are not limited to the following:

- Diabetes
- High blood pressure
- Preterm labor
- Twins or breech presentation
- Active genital herpes
- Pre-eclampsia
- Rh neg. mom with a positive antibody screen
- Preterm premature rupture of membranes

10. The following complications are very rare, but may occur during the labor and birth process. I/We understand that any of these situations could lead to permanent injury and/or death to my child or me. They include but are not limited to:

- Fetal distress
- Retained placenta
- Placental Previa or abruption
- Prolapsed cord
- Uterine rupture
- Excessive blood loss
- Severe lacerations
- Congenital defects
- Shoulder Dystocia
- Stillbirth

11. I/We understand that the Birth Matters Midwifery Care midwives carry the following equipment, supplies, and medication with them during a homebirth:

- O2 w/bag & mask
- Anti-hemorrhagic agents
- Fetoscope and hand-held Doppler
- Urinary catheters
- Suturing materials
- DeLee catheter

12. I/We understand that Birth Matters Midwifery Care midwives do NOT have the following equipment, supplies and medication with them at a homebirth:

- Pain medication, including epidurals or narcotics
- Surgical equipment beyond that needed for basic suturing
- Forceps or vacuum
- Continuous fetal monitoring equipment
- Blood for transfusions

I/We hereby release Jessica Petrone, Sarafina Kennedy and their assistants from all liability for complications which may arise in the course of pregnancy, birth or postpartum and the long and short-term effects of those complications. I/We acknowledge that I/We have thoroughly read and understand this document and have had an opportunity to have any questions answered regarding the benefits and risks specific to homebirth. I HAVE READ, AGREE TO, AND UNDERSTAND THE ABOVE STATED MATERIAL CONTAINED HEREIN AS "INFORMED CONSENT".

Signature (Mother)

Date

Printed Name (Mother)

Signature (Father, Partner, Legal Guardian)

Date

Printed Name (Father, Partner, Legal Guardian)

Statement of Responsibility Agreement

We cannot separate individual circumstances from the social and political contexts in which they occur. As independent midwives, we place ourselves outside the mainstream medical framework. We believe in what we do and feel completely committed to serving women and families in birthing as they choose. We recognize our work as revolutionary; part of a worldwide movement of women and families to reclaim their health care and the right to take personal responsibility in making these choices. It is important to realize that you too, in choosing the care of independent home birth midwives, have entered into this socio/political arena.

Throughout the United States and Canada, independent midwives, supportive medical professionals and parents are being harassed by those who would seek to deny our right to practice and your right to make choices about what's best for your family, your health and your baby. At some point, we may be called upon to defend these rights together. To that end, we must all be clear about our relationship.

In choosing home birth and independent midwifery care, we want you to come to terms with the fact that you are going against what our culture expects of responsible adults. It's ironic that the more personal responsibility you assume, the less responsible you are perceived to be. For example, if birth results in injury or death in a hospital, no one will come to you and say "See what happens when you have a baby in the hospital?!" However, if a problem arises at home, your judgment will invariably be questioned again and again. In the midst of the personal crisis surrounding the complication, there may be relatives, friends, doctors, lawyers, medical attendants and police, demanding information and explanations, and that charges are pressed against your midwives. Because some authorities consider home birth to be child abuse or neglect, your role as responsible parents may be questioned.

We ask you to project yourselves into such a scenario honestly and examine how you would feel about your original choices under such pressures. Not being able to change the course of things later, would you still clearly feel you'd made right choices? If not, we need to discuss things further to help you clarify your decision about the most appropriate birthing situation for you. We strive to create an open and trusting relationship with our families that recognize the inherent lack of guarantees in life and birth. We depend upon you, to stand behind us in case of hard times, because we put ourselves at risk in providing you this choice of care and birth place.

I/We, the expectant parent(s), agree to the following requirements and responsibilities:

1. To take excellent care of the expectant mother's health so as to continue to be an excellent candidate for home birth. This includes eating very well, getting moderate exercise, and taking care of any health issues as they may arise. Maintain a healthy pregnancy through:
 - Sound nutrition
 - Avoidance of harmful substances: smoking, drugs and alcohol, toxins, etc.
 - Physical fitness through safe, regular activities/exercise
 - Continuing education regarding childbirth and/or health
2. To understand the risks and benefits of home birth as compared with other options
3. Open and honest communication with our midwife, sharing of relevant information regarding both physical and psychological status
4. Attendance of regular prenatal appointments
5. To obtain the care of and work with a medical professional when this is indicated by a pregnancy situation or health condition or if this is a requirement of the group or individual providing medical backup
6. To prepare ourselves and our home for the birth
7. To educate ourselves about pregnancy, nutrition, childbirth, newborn care, and breast feeding

8. To respond in a reasonable and cooperative manner in the event of a complication or emergency, including willingness to transport to a medical facility should the need arise
9. To arrange for a responsible caretaker for each of the older siblings present
10. Pediatric arrangements for appropriate care postpartum by the 36th week of pregnancy
11. Meeting our financial agreement

I consider myself healthy and to be a good candidate for a home birth and agree to inform the midwives of any changes in my health status over the course of my pregnancy. I understand that I am to call immediately if I am experiencing:

- Bleeding from the vagina
- Sudden gush of fluid from the vagina or you think the bag of waters is leaking or has released
- Meconium stained fluid (brown, green, or black) is leaking from the vagina
- Blurred vision, dizziness, or feeling disoriented
- Extreme nausea or vomiting
- Chills and fever over 100° Fahrenheit, not accompanied by a common cold
- Any part of the baby (hand, foot, cord, etc.) appearing in the vagina
- Dizziness, blurred vision, or severe headaches
- Painful urination and/or burning when urinating
- Increased or sudden swelling or puffiness in the hands, feet or ankles
- Sharp pain in uterus; severe abdominal pain (that does not let up)
- Absence of fetal movement for 12 hours, from the time that strong movement is apparent
- Increased, unusual thirst with reduced amounts of urine (or if you do not urinate for more than half a day despite normal fluid intake)
- Regular contractions and think this might be labor

Calls are returned promptly, so if urgent, please call our alternate numbers or call again if you have not received a return call within 15 minutes. **DO NOT USE EMAIL TO INFORM US OF ANY OF THESE CONDITIONS!**

In requesting the services of independent birth attendants, I/we freely exercise the right to seek the type of maternity service that I/we feel is best for our family. I/We have requested the services of independent birth attendants to assist us during the prenatal period and with the birth of our child in our home. I/We understand that Jessica Petrone and Sarafina Kennedy of Birth Matters Midwifery Care are not registered nurses and/or medical doctors. I/We understand that I/we may terminate services at any time. By signing this statement, I/we affirm these things of my/our own free will and fully accept any and all risks and responsibilities for home birth and the health of our baby and us.

Based upon an understanding of the above, the midwives and the client/couple promise to establish an atmosphere of trust and cooperation that will contribute to a rewarding birth experience. **I HAVE READ, AGREE TO, AND UNDERSTAND THE ABOVE STATED MATERIAL CONTAINED HEREIN AS “STATEMENT OF RESPONSIBILITY AGREEMENT”.**

Signature (Mother) Printed Name (Mother) Date

Signature (Father, Partner, Legal Guardian) Printed Name Date