

Cathy A. Rude, CPM, LM  
3110 East Elm Circle, Katy, Texas 77493  
Office: 281-635-2847 Home: 281-391-2156  
Fax: 281-391-9081 e-mail: crmidwife@earthlink.net

## HOME BIRTH AGREEMENT

This an agreement between Cathy Rude, midwife and \_\_\_\_\_  
the undersigned parents.

The parties agree as follows:

### PHILOSOPHY AND RESPONSIBILITY OF MIDWIFE

I believe that childbirth is a normal, natural event ordained by God which left to nature will proceed to an uncomplicated end in most cases. I believe the midwife's job is to assist the birthing couple in a journey through pregnancy, labor and birth by monitoring the process.

Cases involving complications, which in my judgment, cannot be handled safely in the home, will be referred to persons trained to deal with obstetrical difficulties.

I also believe that childbirth is a family centered event and the midwife's role is to enhance, not usurp the family's unity, or the father's authority. Except where there is an issue concerning the safety or the mother or child, I believe the parents should have the experiences they desire and I encourage specific requests regarding birth experience. I believe that couples must maintain the full responsibility for their health care. I will assist you with information on nutrition, exercise and education about the birth process, but YOU must assume the full responsibility in this area.

### PRENATAL CARE

I believe strongly in preventative health care and feel that good prenatal care is the best way to avoid complications. Regular visits are scheduled monthly until 28 weeks, then twice monthly until 36 weeks when they are scheduled weekly until birth. Additional visits may be scheduled as necessary.

### LABOR AND BIRTH

I will make myself available as needed during labor and will always try to honor your requests concerning the birth itself. I will stay after the birth until the mother and baby are stable, usually two to four hours.

### POSTPARTUM CARE

Two postpartum home visits will be made by me or my assistant during the first week after birth. Regular postpartum office visits are scheduled at 10-14 days postpartum and 4-6 weeks postpartum. I strongly urge the parents to have the baby seen by a physician within 24-72 hours, or sooner if there is cause.

### PHILOSOPHY AND RESPONSIBILITY OF PARENTS

We have chosen to have a home birth based upon what we believe to be a thorough examination of the alternatives and we have asked Cathy Rude to assist us. Before signing this agreement we have had a chance to talk with Cathy Rude and ask her any questions we wish. We accept responsibility for any unforeseen occurrence. We also understand the following:

Cathy Rude is a certified professional midwife and licensed midwife in the State of Texas. She does not hold any medical degree, nor does she carry malpractice insurance. We are aware that no surgical procedures can be performed. We hereby give permissions for any procedure deemed necessary by the midwife to protect the health of the mother or baby. No doctor will attend the birth or be held responsible for the outcome of the birth.

We agree to notify Cathy Rude at the onset of labor. We agree to keep communication with Cathy Rude open and promptly report any problems that may arise during pregnancy, labor, delivery or the postpartum period. We will be honest about any previous or present condition either physical, mental or emotional. We agree to trust the judgment of our midwife in all areas including her choice of an assistant. In the instance of any unforeseen happening which would delay or prevent Cathy Rude from attending our birth, we agree to her choice of midwife to be sent in her stead.

**FINANCIAL AGREEMENT**

Please see financial agreement and payment plan.

It is clearly understood that Cathy Rude reserves the right to terminate her services and not attend the birth if full payment is not received as agreed above, or if this contract is breached in any way. In the event payment is not made and Cathy Rude withdraws from providing care, she will immediately inform the client in person or by telephone, if possible, and by certified mail.

**Refund Policy**

We understand that birth plans may change either through medical necessity or choice. We do respect your choices and needs if you decide to change care providers. However, since midwifery care is very personalized and a great amount of time will be invested in your care, the following refund policy will apply if necessary:

**Before 36 weeks of pregnancy:** The midwife shall retain the non-refundable deposit, plus \$150.00 for each prenatal visit provided. Additionally, all fees for lab work that have been performed will be retained. You will receive an itemized statement. The remaining balance shall be refunded within 30 days of your notice to discontinue care with New Life Birth Services.

**After 36 weeks of pregnancy:** No refunds shall be given after 36 weeks of pregnancy due to the fact that our professional decisions, actions, and counseling throughout your pregnancy are the reasons for which we were hired. This pertains to leaving New Life Birth Services out of either necessity (hospital transport), your choice, or by the midwife missing the birth due to uncontrollable circumstances. Postpartum care is provided regardless of hospital transfer for birth.

Client  
Signature\_\_\_\_\_Date\_\_\_\_\_

Midwife's Signature\_\_\_\_\_Date\_\_\_\_\_