



## FINANCIAL AGREEMENT FOR MIDWIFERY SERVICES

This financial agreement (this "Contract") for maternal services made on \_\_\_\_\_ is between Bianca Mercado LM, CPM, acting by and through La Matriz Birth Services Inc. and its agents, with its administrative office located at 3633 Camino Del Rio South, Ste 206 San Diego CA 92108 ("Midwife"); and \_\_\_\_\_ (Birth Giver), and partner \_\_\_\_\_ (collectively "Client"). For the consideration set forth below, Midwife and Client agree as follows:

### SECTION ONE: STATEMENT OF WORK OFFERED

- ❖ Midwife offers Client midwifery care, which encompasses prenatal, birth, and postpartum care of Client as follows:
- ❖ Midwife shall answer non-emergency calls from Client 24 hours a day / 7 days a week with questions or concerns from the start of care and up to 6 weeks postpartum.
- ❖ Midwife shall offer scheduled prenatal appointments. From the date of Contract through 28 weeks of gestation, the appointments shall be every 4 weeks. From 28 to 36 weeks of gestation, the appointments shall be every 2 weeks. After 36 weeks of gestation, the appointments shall be weekly until Client gives birth. Midwife shall offer 24/7 availability from 37-42 weeks gestation for labor and birth support.
- ❖ Midwife shall offer a prenatal appointment in your home at approximately 36-37 weeks.
- ❖ Additional prenatal home visits are available at \$60 each within a 30-mile radius.
- ❖ Midwife shall offer a postpartum checkup in the Client's home approximately 24-48 hours after the birth.
- ❖ Midwife shall offer an additional postpartum checkup in the Client's home within the first week, and at 2 weeks, 4 weeks.
- ❖ Midwife shall offer in Midwife's office.
- ❖ Midwife shall offer postpartum checkups and 6 weeks, 3 months, 6 months, 9 months, and 12 months postpartum in Midwife's office.

\_\_\_\_\_ Client Birth Giver Initials  
\_\_\_\_\_ Client Partner Initials  
\_\_\_\_\_ Midwife Initials

Bianca Mercado LM, CPM, LaMatrizBirth.com tel 619-500-6552 fax 619-761-5825 CONFIDENTIAL



The fee for care includes all basic care of Client and assures that Midwife reserves Client a date on Midwife's calendar when Client is due.

Prenatal care commences with a comprehensive initial prenatal exam followed by an in depth nutritional counseling visit. Private visits average 60 minutes in duration, but exam times can adjust to suit the needs of the family. Midwife shall schedule a prenatal home-visit between 36 -37 weeks for Client who is planning a home delivery.

Midwife shall offer preconception counseling; traditional midwifery skills as well as pharmaceuticals and western diagnostic tools; postpartum, newborn and breastfeeding care, including newborn medications and labs; and well-woman care, including labs.

Midwife shall answer all Client's questions concerning Contract.

## SECTION TWO.: STATEMENT OF WORK NOT OFFERED

Midwife does not offer personal services. Midwife is a teaching practice. This means that Midwife has practicing apprentices enrolled in Midwife's school who are working to complete their clinical training with Midwife. These apprentices perform all tasks and clinical skills under Midwife supervision. At any point during the contract, Client may request that Midwife perform all clinical tasks.

The midwifery care fee does NOT include, without limitation, visits with a physician or other health professional; laboratory testing fees; diagnostic testing; including ultrasounds; education classes; supplies, such as a home birth kit and birthing tub; medicines and nutritional supplements; a newborn screening test; obstetric or pediatric hospital care; transportation; and submission of claims to insurance agents.

Client's insurance may cover work not covered by fee. Midwife can provide assistance with some of these services for an additional fee, or Client can contract with another provider. The State of California requires Midwife to offer

\_\_\_\_\_ Client Birth Giver Initials

\_\_\_\_\_ Client Partner Initials

\_\_\_\_\_ Midwife Initials

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certain lab work and screening, which may result in referrals and additional expenses to the client. Costs for midwifery care may be tax deductible as a medical expense.

Client understands and agrees that it is impossible for Midwife to guarantee an emergency-free labor or out-of-hospital birth experience.

### SECTION THREE : COMPENSATION

Client shall pay Midwife retainer fee of \$5,500.00 as full compensation for services offered in Contract, subject to additions as provided in the general conditions of Contract set forth herein.

Client shall make payments as follows:

An initial non-refundable payment of \$550 at the first appointment following consultation, followed by a minimum \$250 payment at every prenatal appointment until paid in full. The balance of compensation is due by 36 weeks.

If Client's Insurance fails to remit the full amount of \$5,500 owed to Midwife, then Client agrees that Client is responsible for the remainder of the amount owed for services. Client agrees to remit all amounts due by the date agreed on by Client and Midwife in the payment schedule below.

If Client begins maternal services with Midwife past 35 weeks of pregnancy, or thereafter, the global fee is due in full at the initial prenatal visit. Transfer to the hospital will result in no refund of payments made, and the global fee is due in full.

Midwife shall discuss the payment schedule with Client at the first visit.

\_\_\_\_\_ Client Birth Giver Initials

\_\_\_\_\_ Client Partner Initials

\_\_\_\_\_ Midwife Initials



#### SECTION FOUR :PAYMENT SCHEDULE

Client will receive an electronic invoice through Midwife's QuickBooks Invoicing system. Midwife shall accept payments through QuickBooks with electronic checks and by debit and credit cards. Midwife shall accept check or cash payments at Client visits. Midwife shall record all payments on Client's QuickBooks invoice, which Client may use as Client's receipt of payment.

All fees are due in full by 36 weeks of pregnancy. After paying the initial deposit, Midwife shall accept payment of the balance in installments. The non-refundable \$550 deposit is due within Client's first two initial visits. Client shall make a minimum payment of at least \$250 at each prenatal visit after Client's initial visit. Client shall make all payments on the agreed upon date. If Client experiences an unforeseen hardship while in Midwife's care, Client shall contact Midwife immediately to work out a financial arrangement.

Client shall pay a monthly late fee of \$50 for payments not received within one month of the agreed scheduled date. Client shall pay an administrative fee of \$35 for each returned check in addition to the late fee.

- ☞ Client plans to submit a PPO insurance claim. If so, Client agrees to pay up front the full amount owed as a retainer and accept reimbursement from Midwife when the claim is settled. Midwife does not provide a SuperBill for claims. Clients may pay for \$10 verification of benefits and then choose to pay the insurance biller 10% of the payout for insurance claim services.



Payment Plan or Changes notes:

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\_\_\_\_\_ Client Birth Giver Initials  
\_\_\_\_\_ Client Partner Initials  
\_\_\_\_\_ Midwife Initials



## SECTION FIVE: REFUND POLICY

At times, due to circumstances outside of Midwife's control, Client may transfer to the hospital for the safety and wellbeing of Client or baby. Should this happen, Midwife shall continue to provide support and information to make the transition as smooth as possible.

Midwife shall stay with the Client until the immediate postpartum period at the hospital and continue on the midwifery schedule of visits postpartum. In the unlikely event that Midwife is unable to attend the birth due to unavoidable circumstances. A qualified agent back-up Midwife will be sent to perform midwifery care services at no additional cost to Client. By accepting Midwife as Client's care provider, Client agrees to trust Midwife's judgment in selecting an alternative agent to provide care.

While it is Midwife's desire to be able to provide care for Client during Client's entire pregnancy and birth, unexpected situations sometimes arise, and Midwife cannot guarantee that a certain provider will be at Client's birth. Midwife guarantees that Midwife will meet Client's needs by whatever means necessary. There are no refunds regardless of the care provider present at the birth.

If the need to refund monies that have been paid out for midwifery care services for midwifery care arises, Client agrees that Midwife can prorate the refund, minus the nonrefundable deposit and payment for the care received at the standard full service rate for all care incurred. If Client transfers from Midwife care during the pregnancy before 36 weeks, Client agrees that Midwife can itemize payment the care as follows: Non refundable deposit of \$550 and prenatal visits at \$250 per visit. Client agrees that Midwife can refund Client by certified check within 60 business days after the close of care.

\_\_\_\_\_ Client Birth Giver Initials  
\_\_\_\_\_ Client Partner Initials  
\_\_\_\_\_ Midwife Initials



Should Client decide or should it become necessary to transfer care after Client's 36th week, but prior to labor Client agrees that there will be no discount or refund, since Midwife schedules services with Client's due date in mind. Should it become medically necessary to transfer Client's care prior to 36 weeks, Midwife agrees to prorate per visit.

There are no refunds for precipitous births, transfers to hospital for birth giver or baby, or if another care provider replaces Midwife. If hospitalization becomes necessary after 36 weeks of pregnancy, Client agrees that the Midwife services continue as supportive care, and the maternal care will continue when Client returns home.

#### SECTION SIX: PENALTIES FOR NONCOMPLIANCE

Midwife reserves the right to terminate care for noncompliance of Contract. Failure of Client to pay in full by the agreed upon dates outlined in Contract will result in late fees, interest accrued on the balance owed to date, and up to and including the release of Midwife from responsibility to perform services for Client. Upon termination, Midwife shall make all records available to Client.

\_\_\_\_\_ Client Birth Giver Initials  
\_\_\_\_\_ Client Partner Initials  
\_\_\_\_\_ Midwife Initials



**SECTION SEVEN: ENTIRE AGREEMENT**

Midwife and Client agree that the services and payment offered are limited to the terms set forth herein. Midwife and Client acknowledge that Contract forms the entire agreement between Midwife and Client, and that no other agreements shall apply. This agreement forms the entire Contract between Midwife and Client, and Midwife and Client shall make no alterations, changes or additions to Contract, except in writing and approved by Midwife and Client.

Midwife and Client accept and agree to the terms outlined above. By initializing the bottom of each page, parties acknowledge they have read the Contract. Client agrees to ask Midwife any questions Client may have concerning Contract. Client acknowledges receipt of a copy of Contract, and Client has no questions. California law shall govern if any legal issue arises concerning the terms of Contract.

By signing below, Midwife and Client are acknowledging that they have read Contract in its entirety and agree to the terms herein.

Midwife and Client have executed Contract at San Diego County, California.

_____	_____	_____
Birth Giver's Signature	Birth Giver's Name	DATE
_____	_____	_____
Partner's Signature	Partner's Name	DATE
	Bianca Mercado aka Tema Mercado	
_____	_____	_____
Midwife's Signature	Midwife's Name	DATE

\_\_\_\_\_ Client Birth Giver Initials  
\_\_\_\_\_ Client Partner Initials  
\_\_\_\_\_ Midwife Initials