



P.O. Box 461501
San Antonio, Texas 78246
www.texasmidwivesgroup.com

MIDWIFERY SERVICES CONTRACT

This agreement is made on (date) _____ in Bexar County, between _____, hereafter referred to as Client, and Texas Midwives Group. In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. MIDWIFE-ASSISTED BIRTH

- 1.01 The Client and Midwife agree to work together toward a successful pregnancy and delivery. These elements are agreed upon and understood:
1. Pregnancy and birth are fundamentally healthy processes of the female body.
 2. A woman has the legal right to choose both the location of her birth and the licensed attendants that assist her.
 3. Midwives maintain professional standards and assist in normal childbirth.
 4. The relationship between a midwife and her client is collaborative in nature.
- 1.02 A midwife gives the necessary supervision, care, and advice to women during pregnancy, labor, birth and postpartum. This care may include the transfer of care for medical assistance and the execution of emergency measures in the absence of medical help.

II. MIDWIFERY FEES

- 2.01 The fee for the services of a midwife from Texas Midwives Group is \$3700. This fee includes care during prenatal, birth and postpartum from one midwife.
- 2.02 Service fees not included in the midwife fee are lab work, birth kit, assistant fees, birth tub rental, and childbirth education classes.
- 2.03 The majority of support from the midwife occurs during labor, delivery and postpartum care; therefore, no discount is given for beginning care late in pregnancy or transferring care from another provider late in pregnancy.

- 2.04 Client agrees to deposit a non-refundable retainer of \$500. Deposit is applied towards the balance.
- 2.05 The balance on the account is due by the 36th week of pregnancy. Based on the LMP of _____, your 36th week of pregnancy is _____.
- 2.06 Unless other financial arrangements have been made, midwifery services will begin when the deposit is paid.
- 2.07 Any client using insurance with maternity coverage will present her health insurance card at the initial visit. There is a one-time \$50 filing fee to bill insurance for services.
- 2.08 If for any reason Texas Midwives Group is forced to take legal measures to collect monies owed, all collection costs will be paid by the client.

III. REPRESENTATIONS

- 3.01 It is understood and agreed that the Midwife cannot guarantee the outcome of the pregnancy and/or delivery and the Midwife has not represented to the Client that the Client will deliver out of the hospital. In the event of a transfer to the hospital, there will be no refund and any balance on the account continues to be the responsibility of the client.
- 3.02 In the event that the midwife does not arrive in time for the birth due to a quick birth or the client delaying notification of labor, fees will not be refunded and any balance on the account continues to be the responsibility of the client.
- 3.03 Licensed midwives do not practice medicine; therefore, the midwives in the practice and associated with the practice do not carry medical malpractice insurance.

IV. COOPERATION OF CLIENT

- 4.01 The client shall keep the Midwife advised of any changes in health, information or insurance status. The client agrees to provide the Midwife with any changes of address, phone number, business affiliation, termination or change in insurance companies or policies. The client shall comply with all reasonable requests of the Midwife and/or Billing Agent in connection with the preparation and presentation of the Client's maternity claim.
- 4.02 The Midwife may withdraw from supervision of the pregnancy and cease to care for or represent the Client for any reason including but not limited to: client's failure to keep prenatal appointments, untimely payment of fees, drug or alcohol abuse, and/or social behaviors that put client at risk of contracting sexually transmitted diseases or any other behavior that puts the health and/or safety of the mother or baby at risk. In the event the client/midwife relationship is discontinued by the midwife, the midwife will notify the client by certified mail and recommend transfer of care to a medical provider. A copy of the prenatal record will be available upon receipt of signed HIPAA release and signed request to transfer record. The Midwife may charge a reasonable fee for copying the record.

- 4.03 If Client discontinues care, written notice is required. Certified mail is preferred. If care is discontinued after 28.0 weeks, there will be no refund. If care is discontinued prior to 27.6 weeks, the following fees will not be refunded: \$500 non-refundable deposit: \$250 initial consultation, \$175 per office visit, \$200 per home visit, \$250 per ultrasound. Refer to fee schedule for complete list of charges.

V. OTHER MIDWIVES OR SERVICES

- 5.01 Authorization to Obtain Additional Qualified Attendants: Client understands that each pregnancy is unique and that variations of normal birth may require additional attendants. Examples are breech births, multiple gestations, history of a difficult postpartum recovery, or any other situation that requires the additional time and attention of additional attendants. Client expressly authorizes Texas Midwives Group to hire the services of licensed third parties for aid on Client's behalf. This need will be discussed in advance of Client's delivery when possible. Client agrees to pay an assistant fee to such persons a sum not to exceed \$200 per person. (Intern midwives not included.)
- 5.02 Texas Midwives Group may assign or refer this case to another midwife in the event the primary midwife is unavailable for the labor or delivery. The Client will honor the original contract and fee schedule. Texas Midwives Group will compensate the back-up midwife for her delivery fees. If a back-up midwife is utilized, the client accepts the responsibility to communicate and negotiate specific birth requests with the midwife in attendance at her birth.
- 5.03 The rights set forth in this agreement are subject to the professional responsibility requirements which regulate midwives. For information the rules and regulations for licensed midwives in Texas visit:
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=22&pt=38](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=22&pt=38) and
<http://tlo2.tlc.state.tx.us/statutes/oc.toc.htm>.

VI. TEXAS LAW TO APPLY

- 6.01 This Agreement shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in Texas.

VII. PARTIES BOUND

- 7.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

VIII. LEGAL CONSTRUCTION

8.01.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX. PRIOR AGREEMENTS SUPERSEDED

9.01 This legal agreement constitutes the sole and only legal agreement by and between the parties. It supersedes any prior understandings, written or oral agreements between the parties concerning the subject matter discussed in this agreement.

I verify and acknowledge that I have read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signature of Client _____ Date _____

Signature of Witness/Spouse _____ Date _____

Self-Pay Fee Schedule and Payment Plan

Midwife Fee _____ Deposit _____

Remaining Amount Due _____ by 36th week deadline _____

No. of Appt. _____ Payment Plan _____



Insurance Billing Financial Agreement

1. Parties

This agreement is made between _____ Client(s), and Texas Midwives Group for purposes of insurance billing and to clarify the process of collections when dealing with insurance companies.

2. Private Insurance

Filing claims with insurance can be a lengthy and costly process. This process is not inexpensive and has many costs associated with filing claims. Since it is more costly to go through the lengthy process of billing an insurance company over the course of several months than it is to collect directly from clients, Texas Midwives Group requires the client to pay a one time \$50 fee for insurance billing services.

Texas Midwives Group billing service may bill your insurance company for the following services related to your care including, but not limited to: the initial visit, lab work, global fee including delivery, antepartum care, intrapartum care, birth assistants, supplies, IV therapy, newborn exams, newborn labs and postpartum home visits.

When a client pays for health care in advance, the fees are standardized into a \$3,500 package fee. This fee is considered an early payment fee. When health insurance is billed, services are itemized in accordance with the insurer's claims payment structure. This may require billing the payer in excess of the \$3,500 early payment fee. *We have the right to accept reimbursement from insurance in excess of \$3,500. Any amount over the base fee belongs to Texas Midwives Group for services rendered and will not be returned to the client.* The client is responsible for the deductible and co-pay based on the base fee of \$3500 regardless of the insurance payment to the practice.

The client is responsible for paying the practice enough to ensure that the minimum reimbursement is equal to the early payment fee of \$3,500 regardless of insurance reimbursement.

If your insurance company reimburses you directly, you agree to contact the office manager, midwife or billing specialist immediately. The office manager or billing specialist will determine how much of the reimbursement should be retained by the practice, and how much, if any, is yours to keep. In this situation, you agree to reimburse us immediately.

3. Disclaimer

I understand that I am financially responsible to pay for my healthcare services. I relieve the practice of any financial responsibility arising when outside medical care is sought. I understand that if I fail to meet my financial obligations to Texas Midwives Group as outlined in the terms of this agreement, legal measures will be taken.

This is to verify that we have read and understand the above financial agreement and have agreed to fulfill our obligations to Texas Midwives Group as stated above.

Client _____

Date _____

Spouse/Partner _____

Date _____

Initials: ____/____