

Women & Children's Services Doula Observation Agreement

This Agreement is made and entered into by and between _____ ("Hospital") and Black Wellness & Prosperity Center ("BWPC"). Hospital and BWPC are sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties."

This Agreement shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, Hospital has a Labor and Delivery Unit that serves expectant mothers in the community.

WHEREAS, BWPC works with members of the community to train doulas to assist expectant mothers in the delivery of their children ("Doula Trainees").

WHEREAS, Hospital wishes to address birth equity variables that may contribute to adverse outcomes and one way to further this mission is to support African American mothers in the community who wish to deliver children with the aid of a doula.

WHEREAS, BWPC's Doula Trainees require knowledge and experience through observation of births, which can be accomplished by observing births at the Hospital's Labor and Delivery Unit.

WHEREAS, it is mutually beneficial to Hospital and BWPC for Hospital to permit BWPC's Doula Trainees to observe labor and births at Hospital and develop this observation program.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby agree as follows:

I. Hospital's Responsibilities:

A. Supervision:

1. Hospital shall retain full administrative and clinical responsibility for the care of its patients. Doula Trainees, as participants in this observation program, shall not replace Hospital staff. Hospital shall provide staff that is adequate in number and quality to ensure safe and continuous health care services that is in accordance with mandated standards. Doula Trainees shall not be considered staff when Hospital plans its staffing for patient care.
2. Hospital's Director of Women & Newborn's Services shall act, or designate other(s) to act, as point of contact for BWPC staff to coordinate scheduling and implementation of the observation program.
3. Hospital shall provide Doula Trainees with sufficient information

regarding behavior expectations and patient confidentiality requirements, and any other required topics as deemed necessary by Hospital, before Doula Trainees commence observation under this Agreement.

4. Hospital will cooperate with BWPC staff and Doula Trainees to assist Doula Trainees in completing the observation program objectives set forth in this Agreement.
- B. Facilities and Equipment: Make necessary facilities and equipment available for effective observation, as approved by Hospital's supervisory personnel, provided that the Doula Trainees' presence shall not interfere with Hospital's activities.
 - C. Number of Doula Trainees: Before commencement of the observation program, Hospital and BWPC shall agree in writing to the number of Doula Trainees who will be assigned to Hospital for observation. At any time, Hospital may request that BWPC withdraw from the observation program any Doula Trainee who the Hospital determines is not performing satisfactorily, refuses to follow Hospital's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests may be written or verbal. BWPC shall comply with the request upon receipt and communicate to the Doula Trainee that observation at the Hospital will not continue. Hospital will not make such a request based on the Doula Trainee's race, religion, color, sex, age, national origin, or physical or mental handicap.
 - D. Emergency Health Care/First Aid: Hospital shall, on any day when a Doula Trainee is observing at its facilities, provide to that Doula Trainee necessary emergency health care or first aid for accidents occurring in its facilities at the Doula Trainee's expense. Except as provided in this paragraph or by any applicable law, Hospital shall have no obligation to furnish medical or surgical care to any Doula Trainee.
 - E. Non-Exclusivity: Hospital's services under this Agreement are being performed on a non-exclusive basis. Each Party shall be free to participate in such other training programs for the same or similar services as each Party, in its sole and absolute discretion, elects.
 - F. Best Efforts: Hospital will use best efforts to ensure Doula Trainees can complete observations sufficient for their training. However, Hospital does not guarantee, and BWPC acknowledges that there is no guarantee, that Doula Trainees will be able to observe births during each and every scheduled attendance. Doula Trainees' observation is entirely dependent on consent by patients delivering at the Hospital and Hospital does not guarantee that consent will be provided by any patients.

II. **BWPC's Responsibilities:**

- A. Supervision: BWPC shall work with Hospital's designee to plan, implement, and coordinate the observation program.
- B. Scheduling: BWPC shall submit a list of the Doula Trainees' names, in advance, scheduled for observation periods at Hospital. All plans for observation shall be

subject to the approval of Hospital. BWPC shall complete and retain results of background verification and health requirements prior to the beginning date of each Doula Trainee's participation in the observation program and provide written attestation via email to the Hospital's designee that each Doula Trainee has satisfied the requirements described in Sections II.C. and II.D. BWPC shall provide this documentation to Hospital upon request.

- C. Background Verification: BWPC acknowledges that each Doula Trainee shall be required to submit to a complete background check as a condition of participation in the observation program. BWPC shall attest to Hospital in writing that BWPC has completed a criminal background check for each Doula Trainee prior to the start date for the Doula Trainee, and shall not recommend a Doula Trainee who fails to meet the standards established by Hospital for acceptable background.
- D. Communicable Disease Screening, Certifications and Training: BWPC agrees to complete and retain documentation of the required communicable disease screening, certifications, and training
 - 1. TB Screening Tests –
 - a. Negative TB skin test
 - a. Documentation of a single negative QuantiFERON test done within the past year in place of a TB skin test.
 - b. Doula Trainees with a negative TB screening test are to have an annual TB skin test or QuantiFERON done.
 - b. Positive TB skin test: Doula Trainees with a known positive TB skin test must provide a statement, dated within the twelve (12) months prior to rotation, from Doula Trainee's physician stating the Doula Trainee is asymptomatic for TB and, if available, results of a positive skin test (including induration) or QuantiFERON test and the most recent chest x-ray results.
 - 2. Hepatitis B – Documentation of immunization, i.e., series of three (3) doses of vaccine, OR Laboratory results of positive antibody titer, or a signed vaccine declination.
 - 3. Rubeola, Mumps, Rubella (MMR) – Documentation of immunization, i.e. 2 doses of MMR vaccine, or laboratory results of positive antibody titer, or a signed vaccine declination form.
 - 4. Varicella (Chickenpox) – Documentation of immunization, i.e. 2 doses of Varicella vaccine, or laboratory results of positive antibody titer, or a signed vaccine declination form.
 - 5. Pertussis (Tdap) – Documentation of Tdap since 2005 or a signed vaccine declination form.
 - 6. Influenza – Documentation of immunization/vaccination for current flu season or a signed declination form.
 - 7. Coronavirus ("COVID-19") – Documentation of vaccination, or proof of a valid exemption. BWPC shall inform Doula Trainees that Doula Trainees who are not vaccinated and have a valid exemption are required to follow Hospital's policies regarding COVID-19 testing.

- E. Infection Prevention/Health and Safety Procedures: While BWPC acknowledges that Hospital's health and safety procedures are subject to sudden and frequent change, BWPC agrees to ensure that all persons performing work on its behalf on Hospital premises wear personal protective equipment as required by Hospital. BWPC also acknowledges that Hospital may require vaccinated Doula Trainees to wear a badge confirming their status.
 - F. Notification to Doula Trainees of Responsibilities: BWPC shall inform Doula Trainees that they are responsible for:
 - 1. following the administrative and patient care policies, procedures, rules and regulations of the Hospital;
 - 2. providing their own attire and/or uniforms (as required); and
 - 3. arranging for their own transportation, parking, and meal costs while at the Hospital.
 - G. Policies: BWPC shall agree and require that its employees, agents, and/or Doula Trainees will abide by all applicable policies, procedures of Hospital, and any state and federal laws and regulations, while using Hospital's facilities. BWPC shall require Doula Trainees to cooperate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury.
 - H. Legal Compliance: BWPC warrants that this program will be conducted in accordance with all applicable laws and the regulations of any applicable governmental Board(s). BWPC will be responsible for ensuring its Doula Trainees, employees, agents, and staff meet all regulatory requirements based on their scope of practice.
 - I. Representations: BWPC represents that each Doula Trainee is sufficiently qualified and in compliance with any and all requirements for training to become a Doula.
- III. **Term**: This Agreement shall commence on the Effective Date and shall continue until one (1) year from the Effective Date. Termination may be commenced by either Party, with or without cause, upon thirty (30) days' advance written notice to the other Party.
- IV. **Compensation**: The observation program described in this Agreement shall be performed without the payment of any monetary consideration by Hospital or BWPC or by or to any Doula Trainee. The Parties acknowledge and agree that their respective covenants made to the other Party and benefits received from the other Party under this Agreement shall form the basis of the consideration exchanged between them under this Agreement.
- V. **Independent Contractor**: BWPC, BWPC's Staff, and the Doula Trainees are independent contractors and not employees of Hospital. BWPC, BWPC's Staff, and the Doula Trainees are not eligible for and may not participate in any Hospital benefit and retirement plan or leave program. BWPC, BWPC's Staff, and the Doula Trainees are not covered by Hospital's workers' compensation insurance, disability benefits,

unemployment insurance benefits, vacation pay, sick leave or any other employee benefits of any kind. This Agreement does not create a relationship between Hospital and BWPC, BWPC's Staff, and the Doula Trainees of employer-employee, principal-agent, joint venture, partnership or of any other kind except that of independent contractors. BWPC agrees that BWPC is solely responsible for the payment of all federal, state, and local taxes and all appropriate deductions or withholdings, if applicable.

VI. Indemnification and Insurance:

- A. Indemnification: BWPC agrees to indemnify and hold harmless Hospital and its affiliates, directors, trustees, officers, agents, and employees, against any and all claims, demands, damages, costs, loss and expense, including attorneys' fees and costs, by reason of liability imposed or claimed to be imposed by law upon Hospital for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of the Agreement, providing such bodily injuries, death, or damage to property arising are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of BWPC or its employee, agents, or Doula Trainees. It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release BWPC from the obligation to indemnify Hospital as to any claim or cause of action decided to have occurred prior to the effective date of such termination or completion.
- B. Insurance: BWPC warrants that it maintains Doula Professional Liability insurance, which sufficiently covers the perils of bodily injury, personal injury, malpractice, and property damage, and covers such liabilities as are imposed by law, under a reasonable general liability program of coverage. BWPC shall continue to maintain such insurance in full force and effect during the term of this Agreement and carry a limit of liability of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Such insurance will be primary in the event of a claim allegedly arising from or related to the actions or omissions of Doula Trainees.

VII. Additional Terms:

- A. Discrimination: The Parties agree that all Doula Trainees participating in the observation program pursuant to this Agreement shall be selected without distinction to race, color, national origin, ancestry, pregnancy, breastfeeding status, or related medical condition, religion, religious dress practice, religious grooming practice, age, military or veteran status, physical or mental disability, medical condition, genetic information, sex, marital status, sexual orientation, gender, gender expression, gender identity, or because of a person's relationship or association with members of a protected group or associations with

organizations established for the preservation of rights protected under the law, or for any other reason prohibited by law or regulation and not related to the subject of the Agreement.

- B. Resolution of Disputes/Governing Law: The Parties agree to confer on problems related to the observation program to be provided under this Agreement, if any problems arise. This Agreement will be governed by the laws of the State of California and all disputes arising under this Agreement will be resolved in the federal or state courts within _____ County, California.
- C. Notice of Claims: Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other Party. Further, the notified Party will have the right to investigate said incident or occurrence and the notifying Party will cooperate fully in this investigation. All notices required to be given pursuant to this Agreement shall be given by United States mail with postage prepaid, hand delivery, or via email with proof of receipt to the following:

If to BWPC:

Shantay R. Davies-Balch
Black Wellness & Prosperity Center

ADDRESS

EMAIL

If to Hospital:

[HOSPITAL CONTACT INFO]

- D. Advertising Materials: Each Party agrees not to use the other's name or program in any advertising, promotional materials, press release, publication, public announcement, or through other media written or oral, without the prior written consent of the other Party.
- E. Assignment: Neither Party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.
- F. Health Insurance Portability and Accountability Act ("HIPAA"): During the term of this Agreement, Doula Trainees shall be considered part of Hospital's "workforce," as defined by HIPAA. Doula Trainees shall be subject to Hospital's policies respecting confidentiality of medical information. In order to ensure that Doula Trainees comply with such policies, Hospital shall provide Doula Trainees with substantially the same or equivalent training and orientation that it provides to its regular employees regarding patient privacy.
- G. Confidentiality of Medical Information: No Doula Trainee or staff of BWPC shall have access to or have the right to review any medical record or patient

information, except where necessary in the regular course of the program, while under supervision. The discussion, transmission, or narration in any form by Doula Trainees or staff of BWPC of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary, pre-approved part of the program.

- H. California Department of Public Health Requirements: Hospital shall retain professional and administrative responsibility for the services rendered pursuant to said Agreement and in accordance with California state law.
- I. Office of Inspector General Contracting Exclusion List: BWPC represents that neither it, nor its Doula Trainees have been listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs. In the event that any Doula Trainee is on the excluded list or is debarred, that Doula Trainee shall be removed from the observation program and prohibited from participating in the observation program for so long as he/she remains on the excluded list or debarred.
- J. Amendments: This Agreement may only be amended or modified in a signed writing by mutual agreement of both Parties. This Agreement represents the final agreement between the parties and any and all prior agreements shall now be superseded.
- K. Severability: Should any term, clause, or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

IN WITNESS WHEREOF, the parties have read, understood, and caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Black Wellness & Prosperity Center

[HOSPITAL]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____