

# CARE PROVIDER AGREEMENT

## AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN: -

**BLISSFUL BIRTH UNIT (PTY) LTD**, a company incorporated under the laws of South Africa, having its main place of business at 38 Simmer Street, Selwyn, Roodepoort, with registration number 2017/378199/07.

Herein represented by **MAGDALEEN MOLLER, I.D. 870208 0136 081** in her capacity as **DIRECTOR**, she being duly authorised thereto.

***“Herein after referred to as the “Care Provider”***

And

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**FULL NAME AND SURNAME**

**IDENTITY NUMBER:** \_\_\_\_\_

***“Herein after referred to as the “Patient”***

***Whereas*** the Care Provider is a home birth unit where safe midwifery is practised. The Care Provider believes that every woman has the right to a beautiful birth even if the Patient does not have a medical aid.

***And Whereas*** the scope of practice for midwives allows the Care Provider to assist Patients that fall under a low-risk category. If any complications or changes throughout the pregnancy of the Patient arises, the Patient would be transferred to a hospital facility. If in case of transfer, the Care Provider will ensure that the Patient will be handed over to the hospital staff / labour ward safely as well as the gynaecologist on call. Thereafter we will no longer be the Patients’ Care Provider and would not have any control over the Patients’ care or decisions that the hospital or doctor will make and therefore cannot be held responsible for any inadequacies.

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**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**ON BEHALF OF CARE PROVIDER**

2. \_\_\_\_\_

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**PATIENT**

**And Whereas** we are available 24 hours on call for the duration of the Patients' pregnancy and after birth. The Patient will come to the Care Provider once the Patient is in active labour. A Doula and at least two midwives will assist the Patient during the birth procedure and recovering time thereafter.

**THE PARTIES AGREE AS FOLLOWS: -**

**1. DEFINITIONS:**

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context, the words and phrases set out below will have the following meanings:-

1.1.1 "Agreement" means this agreement, any addendums attached and/or any annexures attached hereto;

1.1.2 "Patient" means any Patient that make use of the services which is provided by the Care Provider in terms of this contract.

1.1.3 "Care Provider" means **BLISSFUL BIRTH UNIT (PTY) LTD**, with Registration Number 2017/378199/07. The Care Provider acknowledges that all midwives and doulas are registered in terms of South African law and registration documentation will be provided on request.

1.1.4 "Services", are the following:

1.1.4.1 Primary Midwife – She will monitor full time the progress of the Patient during the birth and will deliver the baby. Once the baby is born, the Primary Midwife will complete all documentation for the birth. The Primary Midwife will also assist with advise regarding breastfeeding and will ensure the wellbeing of both the Patient and the baby in the post-partum period. The Primary Midwife will be responsible for all post-partum follow-up and the 6 week examination which the Patient must book with the midwife unless it was otherwise agreed upon.

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1.1.4.2 Secondary Midwife – Will be present in addition to the Primary Midwife during the actual birth and will assist with medical tasks. The Secondary Midwife is not responsible for any post-partum visits or follow up examinations, unless otherwise agreed.

1.1.4.3 Doula – The Doula will prepare the Patient for the upcoming birth during the Patients’ antenatal session. The Doula will discuss with the Patient the plans for labour, what to expect during labour and in post-partum during these session as well as the items you need for birth and for the first few months of the baby’s life. The Doula will be present during the labour, delivery and post-partum period and will assist the Patient when needed. The Doula will also assist with procedure regarding breastfeeding and caring for the baby.

1.1.5 “Blissful Birth Unit” – The Care Provider will render the services as set out in this contract at the premises of Blissful Birth Unit with address 38 Simmer Street, Selwyn, Roodepoort. The Care Provider will ensure that the Patient’s environment is clean, safe and that professional treatment and care will be provided. Three wholesome meal will be provided per day as well as tea/coffee or water. The Patient is however welcome to order her own food at her own expense.

1.2. Words importing any one gender shall include the other gender; the singular include the plural and vice versa; and natural persons include created entities (corporate or unincorporated) and *vice versa*.

**2. SCOPE OF WORK:**

2.1 The Care Provider will assist the Patient with the services as set out in clauses 1.1.4, 1.1.4.1, 1.1.4.2, 1.1.4.3 and 1.1.5.

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**3. FEES:**

- 3.1 The Care Provider shall be paid a Delivery Charge of **R16 000-00 (SIX TEEN THOUSEND RAND)** by the Patient.
- 3.2 A deposit in the amount of **R3 000-00 (THREE THOUSAND RAND)** will be paid by the Patient to the Care Provider on date of booking. **The deposit is non-refundable.**
- 3.3 The balance must be paid in full and not later than 4 weeks before the expected due date. A strict adherence to this requirement is necessary to minimise unnecessary stress for both the Patient and the baby and to ensure that the facility (Blissful Birth Unit) will be available on the expected due date as booked.
- 3.4 If the total amount was paid or a part thereof and a booking was made, no monies are refundable for any reason whatsoever, including if the Patient does decide not to make use of the services of the Care Provider.
- 3.5 The patient is responsible for her own linen savers, pads, etc as set out in the packing and planning list as well as all baby necessities including diapers, baby clothing etc.
- 3.6 The following visits and fees will apply and is excluded from the delivery charge:

Visits:

- 3.6.1 4 Week visits until 28 weeks;
- 3.6.2 2 Weekly visits until 36 weeks;
- 3.6.3 1 Weekly visits until birth;
- 3.6.4 Week 34 – exercises and birth preparation where patient and husband/partner is present.

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3.7 Additional fees payable, which are excluded from the above delivery charge are the following:

3.8.1	First Visit	R600-00
3.8.2	Antenatal blood work	R600-00
3.8.3	Antenatal visits	R400-00
3.8.4	Day 3 Post Natal visit	R400-00 (Mother and Baby checked)
3.8.5	Day 5 Post Natal visit	R200-00 (Baby checked)
3.8.6	6 Week visit	R400-00 (Mother and Baby checked & pap smear)
3.8.7	Pap Smear	R120-00
3.8.8	Emergency Appointments After 18h00 or Saturdays & Sundays	R800-00
3.8.9	Bloodwork of baby TSH	R150-00
3.8.10	36 Week Strep B Isolation Test	R122-00
3.8.11	Paediatrician visit	R1 000-00
3.8.12	34 Week Doula Prenatal Exercise 60 – 120 Minutes	R400-00
3.8.13	Any Midwife visits	R400-00

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- 3.9 The Patient is responsible for payment of the fees set out above, as this is a cash practise. If the Patient is a member of a Medical Aid, the Patient must claim back from her medical aid and the latter is not the responsibility of the Care Provider.

**4. PAYMENT:**

- 4.1 The Patient must make any payment into the bank account of the Care Provider. The details are as follow:

<b>ACCOUNT NAME:</b>	<b>BLISSFUL BIRTHS</b>
<b>ACCOUNT NUMBER:</b>	_____
<b>BRANCH CODE:</b>	<b>250655</b>
<b>REFERENCE:</b>	<b>NAME AND SURNAME</b>

**5. INDEMNITY:**

- 5.1 This is a home birth facility and the Patient hereby agree that she is taking primary responsibility for all decisions, procedures, and outcomes regarding her prenatal, birth and post-partum care.
- 5.2 The Patient acknowledge that she is contracting for the midwifery services of Blissful Birth.
- 5.3 The Patient has chosen to have a home birth, based upon what she believes to be a thorough examination of all the alternatives. The Patient has discussed the prenatal care and birth options with her physicians and other knowledgeable people to the extent that she thinks it is necessary.
- 5.4 Blissful Births Unit, nor any of their practicing Midwives or Doulas will not be held liable for any personal loss or damage, including loss regarding to any property of the Patient, baby and her family and the parties agree to this indemnity clause.
- 5.5 Blissful Birth Unit is a home birth unit and Midwife Hannelie Moller is a registered home

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birth midwife. Any other midwife working at Blissful Birth Unit is also a registered home birth midwife. She and the doulas working at Blissful Birth Unit are not doctors. Blissful Birth Unit provides care for women who have normal, uncomplicated pregnancies and expect a normal delivery of a healthy child.

- 5.6 The patient is 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, **but the Patient accepts all the risks involved**. It may become necessary during the birth to transfer the Patient and/or child to the hospital before, during or after the birth. The patient agrees to go to the hospital upon the midwife's recommendation. The Patient also understands that in most circumstances, such transport is via a private car.
- 5.7 The Patient agrees to have the baby seen by a paediatrician for the new-born physical examination within the first week of life.
- 5.8 The Patient understands that Blissful Birth does not have formal physician back up.
- 5.9 The Patient understands that the following situations may be considered as high risk and if they occur during her pregnancy and cannot be resolved, The Patient may need to reconsider her decision for a home birth. They may include, but is not limited to the following:
- Diabetes
  - High Blood Pressure
  - Preterm labour
  - Twins
  - Breech Presentation
  - Pre-eclampsia

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\_\_\_\_\_  
ON BEHALF OF CARE PROVIDER

2. \_\_\_\_\_

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PATIENT

Please provide the following for birth certificate:

Mothers Full name	
Mothers Current surname	
Mothers Maiden	
Mothers ID	
Mothers Address	
Mothers number	
Mothers email	
Fathers Full name	
Fathers surname	
Fathers ID/Passport number	
Fathers Address	
Fathers email	
Fathers Number	
EDD	
Baby's Full Name	
Baby's Surname	

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ON BEHALF OF CARE PROVIDER

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PATIENT



**6. GENERAL:**

- 6.1 No amendment of or addition to this Agreement, or any consensual cancellation thereof or any part thereof shall be binding on the parties unless reduced to a written document and signed by both parties.
- 6.2 No relaxation or indulgence, which the Care Provider may show to the Patient, shall in any way prejudice the Care Provider or be deemed to be a waiver of its rights, nor shall such relaxation or indulgence preclude or stop the Care Provider from exercising its rights in terms of this Agreement in respect of any further breach.
- 6.3 This Agreement constitutes the entire agreement between the parties and no warranties or representation, whether express or implied, have been given or made by the Care Provider to the Patient, other than stated herein.
- 6.4 Each paragraph or clause in this Agreement is severable the one from the other and if any paragraph or clause is found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force and effect.

**7. DOMICILIUM:**

- 7.1 The parties choose as their respective *domicilium citandi et executandi* ("Domicilium") for the purposes of any notice or for the service of any documents or notices or legal process, the addresses mentioned hereunder : -

7.1.1 The Care Provider : 38 Simmer Street, Selwyn, Roodepoort

7.1.2 The Patient : \_\_\_\_\_  
\_\_\_\_\_

- 7.2 Any party hereto shall be entitled to change its Domicilium from time to time, provided that any new Domicilium selected by it shall be an address other than a box number in

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the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

7.3 All notices, demands, communications or payments intended for any party shall be made or given at such party's Domicilium for the time being.

7.4 A notice sent by one party to another party shall be deemed to have been received:-

7.4.1 on the same day, if delivered by hand;

7.4.2 on the same day, if sent by facsimile and confirmed by a fax transmission report.

7.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen Domicilium.

**SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022 AT ROODEPOORT.**

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