



## **Ethics and Standards of Practice**

### **Confidentiality**

BEST Doulas respect a client's right to privacy and confidentiality. Information shared between client and doula must not be shared elsewhere. Doulas are not bound by HIPAA, but must honor the client's right to privacy. This includes any and all details and information about pregnancy, birth, postpartum, life, and health. BEST doulas do not provide identifying information about clients and/or discuss client health history, family life, birth plans, and/or birth experiences. BEST doulas do not announce pregnancies, genders, births or other private information by any means of communication, including social media, without client permission.

All training information, stories and experiences shared at BEST Doula training, BEST Doula events, and the BEST Doula facebook group are confidential to BEST Doula and is not to be shared outside of the BEST Doula community.

### **Professionalism and Integrity**

BEST Doulas honor all births and maintain professional conduct in all situations. BEST doulas are not client advocates and do not speak on behalf of their clients. BEST doulas work to create environments and relationships for collaborative care with the client's other birth attendants, health care providers, and staff.

BEST Doulas communicate with other birth professionals online and otherwise respectfully, always with the goal of creating relationships and fostering growth. BEST Doulas choose professional distance over conflict when necessary.

BEST Doulas dress professionally for all interviews, client appointments, births, and when promoting one's business or BEST Doula. Professional doula dress is business casual, unless at a birth. Professional dress at a birth includes, clean, comfortable clothing.

When scheduling clients, BEST doulas communicate any dates that he/she may have conflict or are unavailable during a client's on-call period. This should be conveyed in writing, preferably on your contract. BEST Doulas are encouraged to work with backup and communicate with clients that the backup doula will attend in the event she/he is unable to.

BEST doulas strive to keep appointments and be on time as a point of professionalism. Should you need to reschedule an appointment provide your client as much notice as possible and suggest an alternative time/date.

BEST Doulas reply to client contact as soon as possible and during the on-call period a response should be made within 1 hour. BEST doulas strive to reply to all other client contact within 12-24 hours.

## **BEST Doulas Support BEST Birth**

A client's BEST birth is individual to her and BEST Doulas provide non-judgemental, relational support. BEST Doulas understand that labor and birth may be unpredictable and a client's BEST birth may change. BEST Doulas understand that interventions are not evil and each have a time/place. BEST Doulas understand that it is the relationship and support provided to the client, not the birth specifics or outcome that create the BEST client experience.

BEST Doulas do not provide transportation for clients or client families to or from prenatal appointments, place of birth or otherwise. BEST Doulas join their clients in labor at client request. BEST Doulas may provide early labor support via phone if this is acceptable to the client. BEST Doulas care for themselves during labor. BEST Doulas may need to rest, nap, or take a break, and do this while being mindful of where the client is in labor and other support available.

BEST Doulas support their client and the partner or additional family chosen to be present by the birthing client.

## **Referrals**

BEST Doulas aim to have a comprehensive referral list and make referrals to appropriate community resources as needed. This may include, but is not limited to acupuncturists, chiropractors, health care providers, massage therapists, naturopaths, mental health care professionals, lactation consultants, and community groups.

## **BEST Doulas Are Not**

**Birth advocates:** Advocacy is often in the heart of a doula. When supporting a client, the BEST Doula is not an advocate. BEST Doulas facilitate conversation between the client and/or her advocate (partner, power of attorney).

**Medical Professionals:** BEST Doulas do not provide medical assessment, treatment, or diagnosis. These may include, but are not limited to, determination of SROM, body temperature, blood pressure, fetal heart rate, cervical change, etc.

**Emergency Care Providers:** In case of emergency or birth at a location other than that planned, a BEST Doula notifies medical personnel if in a medical facility. If not in a medical facility, BEST Doula Training advises calling 911, staying with the client and remaining calm. When a health care provider is not present, the BEST Doula remains in the role of the doula - always a non-medical role

## **Backup**

BEST Doulas are encouraged to always work with backup doula for all clients should the doula be ill or unavailable due to emergency. Clients are to be notified as soon as possible that a backup doula will be attending her birth, if the need arises. BEST Doulas are encouraged to have a contract and clear working relationship and financial agreement with their backup doula.

## **Alternative Therapies and Additional Teaching**

BEST Doulas may use alternative therapies that have been consented to by the client and that he/she is otherwise trained to use. This may include, but is not limited to TENS, acupressure, acupuncture massage therapy, herbology, essential oils, homeopathy, etc. BEST Doula does not provide training or certification in alternative therapies. BEST Doulas understand that alternative therapies may be powerful, and 'natural' does not equate to benign. All BEST Doulas not certified or holding professional training in alternative therapies, refer to those who are when needed. BEST Doulas may not teach courses/classes or any content or matter they are not

certified or otherwise authorized to teach.

### **Best Doula Training Terms & Conditions**

Best Doula Training, LLC (“Best Doula”) is a Texas limited liability company providing doula certifications to trainees enrolled in the Best Doula Training Program (“Program”). By purchasing and participating in the Program, You (or “Trainee”) agree to the following terms and conditions:

1. **Services.** Best Doula will provide doula training services to Trainee through the Program. Upon successful completion of the doula course requirements in Section 2, Trainee shall receive certification by Best Doula as a doula (“Doula Certification”). At all times, trainees and Best Certified Doulas shall abide by the standard practices and policies of Best Doula, attached hereto as Exhibit A.
2. **Program Requirements.** Eligibility for Doula Certification requires successful completion of the following program requirements:
  - a) Payment of the required fees;
  - b) Completion of the required course reading;
  - c) Completion of the Preparing for Birth Childbirth and Breastfeeding Courses;
  - d) Completion of the Blood Borne Pathogens Course;
  - e) Completion of provided Study Guide; and
  - f) Attendance and completion of the in-person training workshop.
3. **Term.** Your Doula Certification is valid for two years from the date of issuance. Upon expiration of the Doula Certification, You may no longer represent that you hold a certification from Best Doula Training. Recertification courses are offered to permit recertification after expiration of the two-year initial term.
4. **Intellectual Property Rights.** Best Doula is the owner of certain intellectual property, including, but not limited to, its copyrighted course booklets, course materials, and training materials. Throughout Your Doula Certification term, You may, at the election of Best Doula, be offered a limited, revocable license to use certain intellectual property belonging to Best Doula. Upon expiration of your Doula Certification, any such license is immediately revoked and You must immediately return or discontinue, including removal from commerce, any usage of Best Doula’s intellectual property.
5. **Confidentiality.** During the term of your training and Doula Certification and for two (2) years thereafter, neither party shall make use of the other's Confidential Information (as hereinafter defined) for purposes other than the performance of its obligations under these Terms. "Confidential Information" shall mean all information of either party not generally available to the public which is provided to the receiving party by the disclosing party or which the receiving party has access to or discovers, including but without limitation, all information relating to a Party’s products, business and operations including, but not limited to, business plans, financial records, customers, suppliers, vendors, products, costs, strategies, inventions, procedures, sales materials and data, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, marketing strategies, designs, drawings, work sheets, computer programs and systems and know-how or other intellectual property of a Party and its affiliates that may be at any time furnished, communicated or delivered by a Party to the other Party, whether in oral, tangible, electronic or other form. All Confidential Information shall remain the property of the disclosing Party. Confidential Information shall not include any information that: (a) was rightfully known to a party prior to disclosure by the other party; (b) is rightfully obtained by a party from a third party; (c) is made available by the disclosing party to the public without restrictions; (d) is disclosed by a party with prior written permission of the other party; (e) is independently developed or learned by the recipient party through legitimate means; (f) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (g) is disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction, or by the recipient in defense of a claim against the recipient. Each party will provide reasonable prior notice to the other, unless prohibited by applicable law, if it is required to disclose any of the other party's Confidential Information under operation of law, and such disclosure shall not constitute a breach of these Terms.

6. Relationship of the Parties. The parties are independent contractors and as such, at no time shall either party be considered an employee or employer of the other.

7. Governing Law and Venue. These Terms and the accompanying Exhibits and all matters arising out of or relating hereto, are governed by and construed in accordance with, the laws of the State of Texas. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever in any forum other than Northern District of Texas, Dallas, Division, or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Dallas County. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of these Terms or any rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation costs and expenses from the other Party.

9. Modification. No change, modification, amendment, or addition of or to these Terms or any part thereof shall be valid unless in writing and signed by an authorized representative of the Parties.