



In a surprising blow to the Board of Medicine, the Commonwealth Court opined that, "...practicing midwifery cannot be construed to be the same as practicing medicine and surgery." The Board had contended that Goslin was in violation of the 1985 Medical Practice Act by practicing medicine without a license.

The Court further pointed out that the 1985 Act, "...authorizes the Board to impose penalties only upon persons who practice as a nurse-midwife without a nurse-midwife license."

## **HOME BIRTH**

Homebirth offers a woman a great sense of empowerment in all aspects of her care. Surrounded by supportive people of her own choosing in a comfortable and familiar environment, a woman may feel remarkably less inhibited in expressing her natural and individual responses to labor. In addition, when labor and birth occur in the home, there is less interruption of family routines. Laboring women can, according to their own values, choose how to involve their children in the birth experience. Children, making their adjustments to new roles in the family, are not challenged with a lengthy absence of their mothers. Staying home to birth eliminates the difficult decision about when to go to the hospital or birth center during labor. Breastfeeding and family bonding are uninterrupted in their most natural setting. Expecting the process of labor and birth to unfold smoothly but educated in prevention and treatment of complications, midwives are ever vigilant but non-interfering. Statistically, fewer complications occur in the home.

## **SAFETY**

We have taken every reasonable precaution to ensure your safety, comfort and satisfaction. The midwife brings emergency equipment to the home. However, this does not render the home equivalent to hospital facilities that have equipment for dealing with serious problems that may occur. In any birth setting, emergencies can arise. Some unforeseen events may result in an unexpected outcome. The overwhelming belief in our culture is that hospitals are the safest place to give birth. Despite the fact that the United States spends more money per capita on medical care than any other industrialized nation in the world, it ranks in the bottom quartile of a list of 29 industrialized nations in both life expectancy and infant mortality and its relative ranking in both these categories has been declining since 1960.

Homebirth's relative safety has been reaffirmed by numerous studies, the most recent of which was this one: <http://www.bmj.com/cgi/content/full/330/7505/1416?ehom> Outcomes of Planned Homebirths With Certified Professional Midwives: Large prospective Study in North America. We also encourage you to do your own research regarding the safety of homebirth.

In choosing homebirth, you are going against the predominant cultural belief that hospitals are safest regardless of statistical data. When emergencies or poor outcomes occur in a hospital, the site of birth is seldom called into question. If a similar situation occurs at home, however, even if the outcome would have been the same in the hospital, the choice of homebirth is always called into question. The midwives cannot guarantee a normal birth or a healthy mother or baby and acceptance of a client for homebirth in no way constitutes any such guarantee.

All births, regardless of the setting (hospital, birthing center or home), carry a certain degree of risk. Even with low risk pregnancies and births, complications can arise. Generally, when complications do arise there is ample time to transport to the hospital. Occasionally, complications must be dealt with at home. Some complications that this practice has experienced includes, but is not limited to, prolonged labor, dehydration, retained placenta, postpartum hemorrhage, shoulder dystocia, psychological dystocia, presence of meconium, birth defects, prematurity, fetal distress, respiratory arrest and stillbirth.

Our main goal is for you to deliver your baby safely. Be aware that many mainstream healthcare providers are hostile towards homebirth. If a transfer becomes necessary, the hospital cannot refuse to admit you and give you treatment under the Emergency Medical Treatment and Labor Act (EMTALA). This act however, does not guarantee you the physician of your choice. You will most likely get whoever is on call at the time of your transfer.

**We understand that if we refuse transport when it is recommended, the midwife and/or her assistants reserve the right to call an ambulance to stabilize mother and/or baby.** Please Initial: \_\_\_\_\_

## **OBSTETRICAL CARE & TRANSFER OF CARE**

At any time, based on our client care criteria, we may determine it is better for you and your baby to have your care provided in another setting. If transfer to a physician, Certified Nurse Midwife, or hospital becomes necessary, this will be discussed with you and your records will be made available to the consulting physician and/or hospital. In an emergency, transfer to the nearest hospital will be made. Although the midwife may accompany you to the hospital, she will no longer be responsible for your care, and will be serving you only as your doula. She will continue to offer supportive care as long as she is

permitted to do so. If transport occurs during labor, the midwife will resume postpartum care following hospital birth and discharge. All hospital expenses incurred at any time are your responsibility and are not included in our financial agreement.

Circumstances that are considered higher risk during pregnancy by the medical community are:

- Twins
- Preeclampsia
- Hypertension
- Breech Presentation
- Preterm Rupture of Membranes
- Active Genital Herpes
- Rh negative mom with a positive antibody screen
- Uncontrolled Diabetes
- Preterm Labor
- Placenta Previa
- Critical Anemia (low iron levels that do not resolve with dietary changes and/or supplements)
- HBAC or VBAC (vaginal birth after cesarean)

If any of the above occurs during your care in our practice or you have a pre existing condition, you may need to reconsider your decision to have a homebirth. We will sit and discuss your individual situation with you and your options, and the decision will be yours to make as to which provider you feel will be best qualified to attend you during your pregnancy, labor, and birth. If you wish to continue under our care and pursue a homebirth in spite of the risks, you must understand that we may exercise the option of opting out of your care if we feel that the situation is not one that we can provide safe and optimal care to you under.

**CARE PROVIDED**

We will provide you with the full service of prenatal care, intra-partal care and postpartum care. This includes an initial newborn evaluation and routine home visits following birth, in addition to a 6-week postpartum visit. After birth, when informed consent is given by the parents, vitamin K and erythromycin eye prophylaxis will be given unless the parent’s sign a waiver stating that they wish to decline. The midwives may administer the PKU test or your newborn’s health care provider after your milk has come in. It is your responsibility to arrange for pediatric care of your infant.

**A MATTER OF TRUST**

It is our philosophy that whenever possible, decisions about your care will be collaborative. However, situations may arise in which the professional judgment of the midwives and/or their consulting physicians must be relied upon exclusively for the safety of mother and baby. Homebirth enrollment shall be at our discretion. Your records, physical examination and laboratory reports will continually evaluate your enrollment. Do not hesitate at any time to ask questions about our practice or anything that concerns you, your baby or your family.

I, the undersigned, have read and understood all the statements above and have had the opportunity to ask questions. The content of this Informed Disclosure is entirely clear and acceptable to me. I consider myself healthy and to be a good candidate for a home birth and agree to inform the midwives of any changes in my health status over the course of my pregnancy. I hereby release Jennifer McFarland, and any of My Birth By Design’s assistants from all liability from complications which may arise during the course of my pregnancy, birth, or postpartum as a result of my decisions and my choice to birth my child at home.

\_\_\_\_\_  
Mother’s Signature

\_\_\_\_\_  
Partner’s Signature

**PART II: INFORMED CONSENT**

I hereby request enrollment in the homebirth practice of My Birth By Design.

**Physical Examinations**

I engage and authorize the health care team (which includes the midwives and their assistants) to perform, according to the expertise of each individual, examinations on my person to confirm general health and pregnancy status, obtain specimens and perform diagnostic procedures including but not limited to:

- Drawing blood

- Urinalysis
- Blood pressure evaluation
- Internal examination if needed, both vaginal and rectal as needed, with and without instruments
- Obtaining cervical, vaginal or rectal specimens if needed
- Measurement of the fundus (top of uterus)
- Assessing Fetal Heart Tones

I understand that even when the above are properly and correctly done, there is a potential for infection, tissue damage, false positive or negative lab results and other unpredictable medical outcomes. I agree that the midwives and their assistants are responsible for the performance of their own professional acts only and test results shall be the responsibility of those who perform and report them in the laboratory. Please initial \_\_\_\_\_

### **Authority to Treat**

I engage and authorize the midwifery team to treat, administer and/or provide the following, as necessary or available to my baby and me:

- Health care including prenatal and postpartum education
- Physical exams
- Obtaining of blood or other specimens for laboratory tests
- Oral, intramuscular or intravenous medications
- Intramuscular, subcutaneous and intravenous injections and local anesthesia
- Intravenous infusions
- Rupture of membranes
- “Delivery” of my baby
- Episiotomy and repair if indicated
- Repair of lacerations if indicated
- Postpartum care including family planning
- Immediate newborn care
- Follow up home visits
- Such other procedures related to childbearing as may be deemed necessary

I grant the midwives full authority to administer any medications and perform any and all treatments, diagnostic procedures and tests, examinations and care to my baby and me as deemed necessary. In case of emergencies, I authorize the midwives to take appropriate measures and, when specialized equipment or hospitalization is believed to be required, to transfer my baby or me to a hospital. All of the above is to be performed as deemed necessary or advisable by the midwives in the exercise of their professional judgment. When time permits, all options for medications and/or procedures will be discussed thoroughly. In an emergency, I have no reservation regarding the use of or administration to my baby or me of any medications or treatments referred to above. Please initial \_\_\_\_\_

### **EARLY TRANSFER**

I understand that if the midwife recognizes signs that indicate the course of my pregnancy may deviate from the norm (even though such deviations may not necessarily adversely affect the outcome of the pregnancy), the midwife will discuss my condition with me in terms of management criteria. Further, if after such discussion it is the decision of the midwife that the management of my pregnancy should be transferred to another care provider, I agree to abide by this decision regarding transfer at any stage of the pregnancy to the provider of my choice. Please initial \_\_\_\_\_

### **INFORMED CONSENT**

While the course of childbearing is a healthy human function, it has been explained to me and I understand that complications may arise unpredictably and suddenly, which may be a hazard of or be aggravated by the stresses of childbearing or being born. Some conditions may include but are not limited to:

- Malpresentation – the baby’s head does not enter the pelvis or is poorly positioned
- Pre-eclampsia or pregnancy-related hypertension
- Eclampsia –seizures caused by severe pre-eclampsia
- Placenta Previa – the placenta partially or completely covers the cervix
- Placental Abruption – the placenta separates from the uterine wall before the baby is born
- Cephalopelvic Disproportion – the baby does not move through the pelvis in labor because of his/her size or position
- Fetal Distress – an abnormal heartbeat detected during labor
- Neonatal Asphyxia – the baby does not breathe independently after birth

- Shoulder Dystocia – the baby’s shoulders are lodged in the pelvis after the head is born
- Rupture of Membranes without Labor – the amniotic sac breaks and labor does not begin
- Cord Prolapse and other Cord Problems – the umbilical cord is compressed which reduces the baby’s oxygen supply
- Meconium-Stained Amniotic Fluid – the baby has a bowel movement inside the uterus, indicating stress
- Stillbirth – the baby dies before birth
- Congenital Anomalies – birth defects
- Prematurity or Postmaturity – the baby is born before 37 weeks or after 42 weeks gestation
- Hyperbilirubinemia – jaundice, or yellowing of the baby’s skin
- Uterine Rupture – a tear in the uterine wall
- Cardiac Arrest – the heart stops beating
- Amniotic Fluid Embolism – amniotic fluid enters maternal circulation, causing respiratory distress
- Postpartum Hemorrhage – excessive blood loss
- Severe Lacerations – bad tearing as a result of the birth process

I have been fully informed with regard to these potential complications and advised that I may have more detailed and complete explanations of these conditions and other risks, consequences and conditions. I understand that any of these situations could lead to permanent injury and/or death to my child or myself. I do not desire further explanation at this time. I am aware that the practice of midwifery is not an exact science and I acknowledge that no guarantees or assurances have been made to me concerning the results of the treatment, examinations and procedures to be performed. Please initial \_\_\_\_\_

**CLIENT HISTORY & THE RIGHT TO WITHDRAW**

In view of all of the above, I understand that in the selection and treatment of mothers in your practice, you will rely on my medical history and the information about myself that I provide. I affirm that such information is and will be correct and accurate to the best of my knowledge. I understand that I may voluntarily withdraw from enrollment at anytime I wish upon written notice to you. Please initial \_\_\_\_\_

**A FINAL WORD**

In our culture, midwifery provides an option for parents who believe that pregnancy and childbirth can be natural and healthy experiences. Focusing on the normal does not mean that problems go unrecognized or unattended. Rather, they are viewed as imbalances needing to be righted. They are not expected or feared. If problems occur at home, you will invariably be questioned by friends, family members and professionals as to the wisdom of your choices. We ask you to honestly project yourselves into your worst-case scenario and examine how you would feel about your original choices after the fact. Then, please feel free to discuss this with us, so that we can create a trusting relationship with you that recognizes both the wonder of birth and the inherent lack of guarantees in life and birth. We depend on you, our clients, to stand behind us in case of problems in the same way we place ourselves at personal and political risk so you may have your choice of care and birthplace. In light of the controversial status of homebirth in the United States as well as its prohibitive cost, this practice does not carry malpractice insurance. Please initial \_\_\_\_\_

**AFFIRMATION**

At leisure, I have read and understood this *Informed Disclosure and Consent* document. I have discussed any questions to my satisfaction with the midwife and do not have any further questions regarding its content at this time. We, the undersigned, understand the operation of this practice and its limitations. I affirm that I have read and fully understand all of the above.

\_\_\_\_\_  
Signature of Mother

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness or Midwife

\_\_\_\_\_  
Date