



Doula Network

Australia



Welcome!! 😊

Webinar 10 – Dissatisfied
clients and contracts
11 April & 9 May 2018

DOULA NETWORK AUSTRALIA INCORPORATED

Purpose

- ▶ To share our experiences and personal insights.
- ▶ Doula's let's have a discussion about what to do if we have a dissatisfied client. Have you experienced this? What did you learn from the experience? We invite you to share your personal insights as we learn from each other's wisdom. Other questions we will discuss are:
Are you adequately protected by your contract? Can a contract protect you? And what options do you have for recourse?

Roles

- ▶ Time keeper – Cate
- ▶ Chat Monitor – Jo
- ▶ Note taker – Christa

This meeting is being recorded!

WARNING

Attendees – 11 April

- ▶ Christa Buckland
- ▶ Laura Lee Berlingieri
- ▶ Virginia Maddock
- ▶ Sandra Mulligan
- ▶ Jenny Merrin
- ▶ Bronwyn Arnold-Briggs
- ▶ Krista McCrimmon
- ▶ Kate Bentick
- ▶ Jennifer Hazi



Attendees – 9 May

- ▶ Christa Buckland
- ▶ Jo Askham
- ▶ Cate Grant
- ▶ Megyn Hayes



Topics

- ▶ What are common reasons for clients being dissatisfied? (keep answers general)
- ▶ Have you experienced having a dissatisfied client?
 - ▶ How did you respond? What did you learn from the experience?
 - ▶ How to avoid (if possible)?
- ▶ Contracts
 - ▶ Are you adequately protected by your contract? (what provisions do you have?)
 - ▶ Can a contract protect you?
- ▶ What options do you have for recourse?
 - ▶ Debt Recovery
 - ▶ Defamation



Before we start...

Please don't judge



Why is a client dissatisfied?

UNMET EXPECTATIONS



Experiences:

- ▶ No contract, misunderstanding in what was included.
- ▶ Trainee births – often unpaid
- ▶ Personal issues that the client faces can be a challenge
- ▶ Lines can easily be blurred as you are available to them all the time. The transition from being available all the time to the end of the client/doula relationship can be tricky.
- ▶ Emotional response – easy to take it personally as we are typically empathetic people.
- ▶ Boundaries and conflict resolution.
- ▶ We are working very closely with clients – our role is just to hold that space and not take it personally.
- ▶ We are not responsible for another person's feelings.
- ▶ Business and reputation – anxiety of repercussions (word of mouth), our own financial needs
- ▶ Social media
- ▶ Our own insecurities/programs – am I not good enough? Etc. Need to self nurture and be aware of our own needs.
- ▶ Resolution options for clients? There's no options other than social media word of mouth.. Etc.

Notes

- ▶ Avenues for recourse for the client:
 - ▶ Department of Fair Trading
 - ▶ Online reviews, star reviews
 - ▶ Feedback forms
 - ▶ Mediation
- ▶ Client needs an outlet and this may help them to resolve their feelings about it.

Notes

- ▶ How to avoid these scenarios:
 - ▶ Being aware of our ideal clients
 - ▶ Feedback forms
 - ▶ Separate ourselves personal and professional self
 - ▶ Online or email form
 - ▶ Personal reflection and growth
 - ▶ Accept and be aware of our own limitations and vulnerabilities – instead of reacting from the wounded child archetype, respond from a place of love, concern, awareness, compassion, understanding and non-judgement.
 - ▶ Accept that some things are out of our control
 - ▶ Talk about unexpected outcomes in contract
 - ▶ Peer support/review/reflect with colleagues – need to build relationship first.

Notes – PART 2 contracts

► Contracts

- Are you adequately protected by your contract? (what provisions do you have?)
- Can a contract protect you?
- Are contracts necessary? – perspective - not as “work”, passion project.... Contracts don't fit well in that paradigm.
- May help with financial side of things, legal, litigation – aversion to things going down that path.
- Could call it something else?
 - Contract, Letter of Agreement, Letter of Engagement, Memorandum of Understanding, Agreed Package, Agreement, doesn't have to have a name – could be any document saying what your service is.
 - Does it need to be signed?



Notes – PART 2 contracts

► Contracts

- Is litigation is possible? Will a contract protect you?
 - Litigation may occur if you don't attend birth or don't provide the services that you said you would provide.
 - Adverse outcome birth? Unlikely as we have no medical responsibilities.
 - Avoid influencing medical decision.
- What can a contract do?
 - Clarify payment process, payments due
 - What's included in the package
 - All “brain stuff” upfront so you can focus on the relationship
 - Clarify role and responsibilities
 - Clarify what you include and DON'T include.
 - Clarifies boundaries
 - “Enforce” payment
- Verbal contracts can also be binding – maybe just harder to prove?



Notes – PART 2 contracts

- ▶ What options do you have for recourse?
 - ▶ Debt Recovery – negotiate a payment plan or write off costs (e.g. pay 50%), VCAT (Victoria), Collection letter, Mediation \$200 can help you to work it out.
 - ▶ Collect payment before providing service. E.G. 50% not refundable, balance by 34 weeks.
 - ▶ Defamation – not a whole lot you can do about it. Be positive. Litigation is expensive and difficult to prove.



Write up plan







Thank you!! 😊
Online Meeting
11 April & 9 May 2018

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