

## **DOULA SERVICES - CONTRACT AGREEMENT FOR POSTPARTUM SUPPORT**

This agreement is between Laurel Jensen (the Doula), and XXXXXXXX (the Client), for Postpartum Doula services at the Client's current residence. The contract pertains to services provided at the following address: XXXXXXXX

Estimated Due Date:

On Call Date:

### **DOULA SERVICES PROVIDED**

The following services are offered under the agreement and not limited to:

- Newborn Education prenatal meeting and optional Body/Breastfeeding prenatal meeting to discuss specific support needs and concerns included in the services the Doula provides –virtual meetings available
- Supporting the physical and emotional healing of the birth parent: promote rest/relaxation time for birth parent and baby
- Non-biased emotional, physical, and informational support for the parents and family
- Assist with non-medical self-care assistance and guidance; refer to healthcare professionals when support requires clinical assessment, a need for prescription, or medical diagnosis
- Encourage the family to seek care that reflects their values and needs
- Encourage informed and evidence based decision making
- Provide information on care options and resources for the birth parent, partner, and newborn; routine baby care assistance and guidance (swaddling, baby wearing, diapering, feeding, bathing, soothing, etc.)
- Modeling and teaching effective communication
- Infant feeding support whether parent(s) are breast/body feeding, formula feeding, bottle feeding, pumping, or a combination of these
- Resource information and referrals to local resources (provide resources for your family to develop and continue positive parenting support, healing, and education)
- Household assistance\* (meal preparation and planning, organizing nursery, light housework, washing bottle and pump parts, baby laundry, empty dishwasher).

*\* To be discussed in advance and will be limited during overnight shifts to minimize household disruption and maintain a quiet household during the night.*

## LIMITS OF PRACTICE

The Doula's primary priority is to support the healing birth parent; followed by providing care assistance for the baby including feeding, then support for the family, and then all other tasks that are important to support daily routine.

The Doula will not scrub bathrooms, vacuum the whole house in a day/night, move furniture, clean refrigerators, ovens or scrub floors on hands and knees. The Doula will wipe appliances after use and clean the stove on a regular basis as part of light housekeeping chores. The Doula will not typically babysit or stay alone with the infant or toddlers unless there is a true emergency requiring the parent to leave the baby - such as an unexpected doctor's appointment. Due to liability issues, **the Doula will not transport the Client or baby in the Doula's car.** The Doula will take care of the baby while the Client sleeps/naps, showers, or takes a short walk for fresh air. The Doula will not diagnose or perform any medical treatments on the Client or the baby. The Doula will refer the Client to the appropriate healthcare providers if needed, and provide evidence-based information. The Doula will not provide medical advice.

## CLIENT OBLIGATION

The Client will communicate needs and preferences with the Doula verbally and/or in a written form. **The Client will call or text the Doula once the birth parent goes into labor, the day the baby is born (especially important with a home birth), and/or inform the Doula of their discharge date and time from the hospital (if applicable),** so the Doula can make arrangements to attend to the Client. **A less than 24 hour notice may delay the start date.**

The Client will inform the Doula if they are carriers of infectious diseases.

In the event that the Client requires the Doula's presence in any legal proceedings related to the Client, the Client agrees to pay for the Doula's fees and all legal costs including attorney's fees and court costs.

## DOULA HOSPITALITY

If the Client's residence has permit parking, Doula will receive a permit if applicable. If street parking is congested at the Client's residence, arrangements will be made to ensure the Doula has nearby parking while working. If street parking is not allowed, the Client will provide a parking space for the Doula or pay for transportation to and from each shift.

For overnight services:

A rest period is when the baby is asleep and all baby related tasks have been completed. A couch or bed shall be available for the Doula during these periods so that the Doula may rest.

During an overnight shift, the Doula will perform quiet housekeeping tasks ranging from cleaning and sterilizing feeding bottles, breast pump parts and accessories, and folding baby's laundry. Overnight Doula's services do not include meal preparation, errands, car seat installation, moving or assembling nursery furniture, etc. If other household tasks are essential to maintaining the daily household, Doula agrees to help with tasks agreed upon in advance.

## FEES

**Total Package Deal: XXX hours (\$XXXXX) for XX shifts and XX day hours (\$XXXX) for a total of \$XXXXX**

Doula may be able to add additional hours if available. Any additional hours outside the Package Deal will be billed at Doula's full rate of \$XX per hour for day time shifts (between the hours of 8:30a and 2:00p) or overnight shifts for \$XX per hour for overnight shifts (between the hours of 10p and 6a) unless negotiated otherwise. Any hours requested over an eight hour period will be considered overtime and will be billed additionally at time and a half.

Doula may be able to find a back-up Postpartum Doula to work on National holidays. Availability may be limited and the hourly rate will be time and a half, at the \$XX rate, equal to \$XX per hour for day shifts; and at the \$XXrate, equal to \$XXper hour, for overnight shifts. Alternatively, the Doula can be rescheduled for a shift that does not fall on a National holiday. National holidays include, but are not limited to: Memorial Day, July 4, Labor Day, October 31, Thanksgiving, Christmas Eve and Day on December 24, 25, New Years Eve, and New Years Day; including the overnight hours starting at 12a on the day of the holiday. Availability to be discussed and agreed upon in advance if the due date and support falls over any holidays.

## SCHEDULE

The Doula will be on call for the Client beginning **XXXXX** (based on Client's estimated due date). This means the Doula guarantees availability to provide services as soon as the Client's babies arrive during that time. If the Client's babies arrive before these dates, the Doula will do everything she can to be present for the Client, but Doula cannot guarantee availability. If Client wishes for the Doula to meet Client the first day home with the babies or the first night following the home birth, **Client must call/text the Doula when labor starts, when the baby is born, and again when Client knows the discharge date and time, if coming from the hospital. A less than 24 hour notice may delay the start date.**

A Package Deal of services will begin after the birth of the baby. Day time services may be scheduled between the hours of 8:30a and 2:00p with a minimum of 4 hours per shift and a maximum of 6 hours per day shift; and overnight shifts can be booked between the hours of 10pm and 6am with a maximum of 8 hours and a minimum of eight hours per night shift. Any hours over an eight hour shift will be billed additionally at time and a half, or at the \$XX rate, equal to \$XX per hour for day shifts; and at the \$XX rate, equal to \$XX per hour, for overnight shifts. **The Package Deal and proposed schedules are posted on page 7 of this agreement.** Package Deal will expire **X weeks** from the baby's birth date.

The Doula will coordinate and present the schedule to the Client. Doula will be sharing the full Package Deal hours with another doula (Sharlene Hales Mayhew). Together Doulas will split the hours and prepare the schedule after the birth and present schedule at the time of the first shift. The Doula can be scheduled for a maximum of five nights each week; and nights do not have to be consecutive. The schedule for the first week will be established within 10 hours of the birth, and afterwards no later than two days before the beginning of each week starting on Sunday.

The Contract Agreement and Package Deal will expire **X weeks from the baby's birth date**. In the event illness prolongs the arrangement, the hours will be scheduled based on Doula's availability, and as soon as possible to complete the agreement. Hours may not be carried over to the future or Client's next birth in the family, refunded or stretched out beyond 10 days of the original expiration date.

## PAYMENT

Because the Doula will be reserving time and space for the Client and will be declining other jobs during time stated within this agreement, a non-refundable retainer equal to one-half the hours of the Package Deal is required to confirm the booking. The retainer is not refundable after signing this agreement even if the Client no longer wishes to engage the Doula's Services.

Retainer amount equal to one-half the hours and due at the time of signing Contract Agreement: **\$XXXXX**

The balance of the **Package Deal (\$XXXX )** will be due **at the time of the first shift**. Doula will provide an invoice for each payment. Payment is due upon receipt of each invoice.

For Doula, **Laurel Jensen**, payments can be made by using one of the following methods:

-Check made payable to Laurel Jensen and mailed to:

Laurel Jensen  
XXXXXX

-Venmo: XXXX

-Zelle: XXXXX

-Cash

A 10% late fee will be charged for payments after 10 days of invoice receipt. If payment is not received within 14 days of the date of invoice, services will not continue until payment is made in full.

## AVAILABILITY

Outside of the scheduled shifts, the Doula may be available by phone (text/calls) during the hours of 8am and 9pm, and by email. Messages will be returned in a timely manner, with every effort to respond within 10 hours, and no later than 24 hours; keeping in mind the Doula has a rest period after working an overnight shift. This also includes any questions that Client may have in the prenatally, leading up to the birth and throughout Doula's time with the Client.

**Doula, Laurel Jensen**, can be reached at: **323-382-3608 or 917-251-0156**; and **laureldoula@gmail.com**

Additional support beyond the expiration date of the contract may be available, based on Doula's current availability. These services will be provided on a week-to-week basis, without a contract guaranteeing availability, and as long as the Doula is paid the full rate (**\$XX/hour for overnights and \$XX/hours for day shifts**), and as long as the Doula is paid in advance each week for scheduled hours. Terms of Contract Agreement apply to all and any future shifts beyond Contract Agreement.

## ILLNESS

If the Doula is showing symptoms of illness and believes the Doula is \*contagious, Doula will notify the Client immediately to reschedule the shift. At times, the Doula works with multiple families simultaneously so it is imperative that the Doula does not contract illnesses that could be passed to other babies. During, and after, the time of the COVID-19 pandemic, if the Doula will experience an overlap with Clients, the Doula will take extreme precautions and inform each Client. If Client and/or a member of Client's household are showing \*symptoms of illness, please notify the Doula immediately so that the shift can be rescheduled when the Client and family are not contagious. If the Doula arrives to a shift and members of the household are \*contagious, the Doula reserves the right to consider Doula's health, go home, and reschedule the shift.

If Client or Doula test positive for Covid, each will follow the current Covid testing guidelines from the Center for Disease Control (CDC), and wait until everyone in each household is asymptomatic. \*\*All shifts will be rescheduled, based on Doula's availability, and within a reasonable timeframe. **No refunds will be issued because of shifts needing to be rescheduled due to illness.**

\*ESPECIALLY IMPERATIVE TO CLIENT'S AND DOULAS' SAFETY IN THE TIME OF COVID-19/CORONAVIRUS.

During a Pandemic, if issued by the CDC and WHO, the Client and Doula agree to follow regulations on quarantine, "Safer at Home", and safety guidelines to protect Client's family and Doulas from infection. Doulas will wear a clean mask during each shift and will thoroughly wash hands throughout the shift.

The Doula will wear a mask in the Client's home upon request.

## CANCELATION POLICY

Cancellation by Client, unrelated to illness, with less than 24 hours notice will result in Client being billed for the full shift's total wages.

Cancellation by Client, unrelated to illness, without rescheduling a shift during the length of the contract will result in the Client being billed for the entire shift wages.

In the event the Client does not utilize or schedule Doula for the full number of nights reserved in this contract, **the hours expire XXXX weeks after the baby's birth date**, no refund is made. \*\*SEE ABOVE: ILLNESS CLAUSE

Any remaining hours that are not redeemed by the end of the contract period, **XXXX weeks from the baby's birth date**, are nonrefundable. \*\*SEE ABOVE ILLNESS CLAUSE

At times, due to unforeseen circumstances, the Doula may be unable to provide services. In case of such an event, the Client can decide if they would like to reschedule the hours missed and/or have the Doula make all attempts to provide a backup doula for the shift. Both Client and the Doula acknowledge that finding a backup is not guaranteed.

Client understands that verbal, written or physical abuse by a Client, Client's guest, Client's employee or family member, will be reason for potential termination of this contract without refund.

Client understands that any alcohol or drug abuse by Clients, or any person living and/or working in Client's home, will be a reason for potential and immediate termination of contract without refund.

Client understands that health and safety are of utmost concern, and Doula reserves the right to terminate the Contract, without refund, if at any time the Doula feels threatened or Doula's health and safety are compromised.

We have read and agree to the above stated terms: Please print and sign:

Client: **XXXXXX** \_\_\_\_\_

\_\_\_\_\_ Date

Doula: **Laurel Jensen** \_\_\_\_\_

\_\_\_\_\_ Date

## Package Deal

**Total Package Deal: XXXX overnight hours (\$XXXXX) for XX shifts and XX day hours (\$XXXXX) for a total of \$XXXXX**

## Schedule (SAMPLE)

Week 1: 3 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

Week 2: 3 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

Week 3: 2 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

Week 4: 2 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

Week 5: 2 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

Week 6: 2 overnight visits (10p - 6a) + 2 day visits (4 hour day slot)

*Nights do not have to be consecutive. Day shifts may not follow an overnight shift*