



## **Postpartum Doula Services Agreement**

This Doula Services Agreement (this “Agreement”) is made and entered into as of **02/22/2024** (the “Effective Date”) for the estimated due date of **05/17/2024**, by and between **Niyati Gupta** (the “Client” or “You”), an individual, having a principal address of **4682 Wilcox Ave, Santa Clara 95054** , and Doula Lina Monclova (the “Provider” or “I”).

### **SCHEDULE A**

#### **DESCRIPTION OF POSTPARTUM DOULA SERVICES**

I will help facilitate a smooth transition home with a new baby (or babies). As a postpartum doula I am highly trained, credentialed, experienced and knowledgeable in breastfeeding, bottle feeding, sleeping, attachment parenting, infant bonding, babywearing, postpartum mood disorders. I will help with self-care, recovery measures, and emotional support after the birth of your baby. I am engaged and invested in the growth of your family. I am committed to providing you with the absolute highest standard of care with the promise of professionalism.

Consultations (30 minutes) are scheduled in your home or via zoom should you request one prior to services.

### **My Services**

#### **My Services:**

I will be available for **4-hour (minimum) day shifts and 8-hour (minimum) night shifts at \$70/hour.**

Unless otherwise specified in the agreement below:

Night Doula packages start at a 25-night minimum

Day Doula packages start at 40 hours minimum

I typically need 48 hours notice before the first day of service.

Please note that I am independent business owners, not an employee of the clients, and all payroll taxes, social security, workers compensation insurance, and liability insurance are their responsibility.

Your doula maintains a 48-hour cancellation policy for non-emergencies.



To avoid being charged in full for scheduled hours, you must give notice that you do not need your doula at least 48 hours in advance. Otherwise, charges will apply. Any shifts that are canceled for non-emergencies will need to be rescheduled with your Doula during the original contracted dates or within 30 days of the final scheduled shift within the original contracted dates.

In the event of illness, emergency, or severe weather, every effort will be made to reschedule services as soon as we are aware that the shift can not be completed. Payment for that day will be applied to future service if already paid. \*Please read our "COLD AND FLU POLICY" below.

### **Expectations of Doula Services**

Doulas will provide non-medical physical, emotional and informational support after the birth of your baby.

Doulas will NOT perform clinical tasks, medical assessments, or evaluations nor do they provide medical advice or diagnoses for mother or baby. Our support services do not replace care from a medical provider.

Doulas will help with self-care recovery, postpartum comfort measures, infant care, parenting information, and provide assistance with learning to feed and care for the baby.

Doulas working overnight shifts may rest /take short naps if all duties have been completed and the baby is sleeping.

Doulas do NOT provide transportation for the mother, baby, or family.

### **Limitations of Doula Practice**

I do not diagnose medical conditions in the mother or the baby but will refer you to health care providers when appropriate.

I do not take over sole care of the baby but assist you in learning to care for your baby, prepare for milestones, recognize infant cues and adjustments. However, we will take care of your baby's needs in order for you to be able to rest, shower, eat or spend time with an older sibling.

I do not do heavy house cleaning such as mopping, cleaning bathtubs, yard work, or laundry of other family members (baby's laundry is fine).



I do not work off-the-clock postpartum doulas are paid by the hour and work the hours agreed upon in the contract. You may contact the doula for non-urgent questions via email or text and the doula will answer questions during the regularly scheduled shift. Urgent questions, such as notifying your doula of a sick family member or needing to reschedule a shift can be done via phone call or text message.

### **Fees and Retainers**

**DAY & NIGHT DOULA SERVICES-** To reserve day services, there is a **\$7560** and payable at the time of hire. (**12 shifts**) This will reserve your spot on my schedule. The retainer fee **equals 40% of the total fees in the package**. The total package includes **30(9-hour) night shifts** which amounts to **\$18900**

Retainers are non-refundable. In the event of cancellation, the retainer paid is non-refundable and you are responsible for all contracted shifts.

The retainer shall be applied towards the **last 9 night shifts** to be rendered under the contracted dates. For example, if your contract includes 40 night shifts of service and your retainer is equal to **nine shifts**, the retainer will be applied towards shifts **32-40**. The retainer shall be applied to your final invoices.

Additional payments must be made week after every work shift, via Venmo, Zelle or any other electronic method. Additional hours at a rate of **\$70** per hour.

Once I have signed this contract, I block this time and I am no longer available to take other families, within the same hours. In the event that you choose not to utilize doula services, for any reason other than a hospitalization of the mom/baby the deposit will not be refunded because the doula has put aside said time for your family and no one else's.

As a result of this commitment to you and your family, we will make every effort to provide the services described herein. Should your doula be unable to perform her services on any given day, you have the option of a back-up doula to be sent in her place. If you decline a backup or a back-up is not available to attend, services will be rescheduled to accommodate that make-up shift during the scheduled contract or within 30 days of the final scheduled shift within the original contracted dates. If you fail to utilize the services in the package that you have retained, NO refunds will be given. Retained hours expire and are forfeited 30 days after your last booked shift and cannot be applied toward other services.



## Fee Schedule

Overnight 9 hours \$630

\*Additional hours may be added to the shift based on the doula's availability.

## On-Call and Scheduling

Your doula will place your family on call 10 days prior to your due date. If you give birth before 10 days of your expected due date listed on this agreement, we will make every effort, based on doula's availability, to place your family on the schedule. The length of the contract remains the same regardless of the start date. Notify your doula within the first 24 hours after the birth of your baby(s) so a schedule can be arranged. At that point, we will notify you of any possible schedule conflicts. A 3-day notice is required prior to services beginning. Unless otherwise agreed upon and noted below.

### Projected Schedule:

**30 (9-hour) night shifts: Sunday to Thursday**

**5 nights for 6 weeks**

## Cold/Flu Policy

For the safety of your family, your doula will notify you in advance if they feel they are ill or contagious and will reschedule the visit. We do not send doulas to homes if they have a fever or signs of infection. If you prefer, we will make every effort to find a replacement doula for your shift. In return, we ask that you notify your doula in the event that someone in your household is sick. We would not want to expose other families to illnesses and may need to reschedule a shift if there is a risk of a contagious illness in your home. That shift will be applied to the end of your contract date.

## Covid-19 Current Illness Policy

I take illness and exposure to contagious diseases very seriously. I am asking my clients to please take all precautions that are known to protect yourself from being exposed during this time. If your doula is sick or has been exposed to someone who has a contagious infection or illness (including Covid-19) we will notify you and offer a backup plan. We ask that you notify your doula if you or someone in your household is sick or has been exposed to someone who has a contagious infection or illness. Due to the safety of everyone involved, doulas can not



enter a home with an infected person and risk exposure to themselves and others in the community. We will provide virtual support and offer many resources to help our clients who feel they have been exposed or have tested positive for Covid-19. We are taking all the precautions that we know of to protect ourselves from being exposed. We will monitor our personal health and look for signs and symptoms. Understanding that there could be a potential risk of exposure by someone who could be a carrier and not show signs of illness, for that reason we will continue to take extra steps to protect ourselves and our clients during in-person contact.

### **“Force Majeure Clause”**

Acts of God (such as, but not limited to, fires, explosions, earthquakes, tornadoes, ice or snowstorms, pandemics, or floods) may prevent me or my backup from providing services in person due to personal safety. In this rare event, no refunds will be given. If possible, we will offer virtual services until in-person support can be resumed.

### Agreement

I/We have read this agreement describing postpartum doula services and agree it reflects the discussion I/We had with her. I/We have read all statements contained herein and I/we fully realize that I/we are signing a complete release and bar to any claims, which I/we have or believe I/we may have resulting from our contract for postpartum doula services. I/we understand that doulas are not medical care providers and are not responsible for diagnosing, treating illnesses, or the health outcomes of our newborn(s).

I have read and accepted the terms of the services, limitations, and fees.

\_\_\_\_\_  
Client's Signature

*Lina Gutierrez Monclova*

Doula's Signature