

What is a Doula:

As per DONA - A doula is a trained professional who provides continuous physical, emotional and informational support to a mother before, during and shortly after childbirth to help her achieve the healthiest, most satisfying birth experience possible.

Services offered by a Postpartum Daytime Doula:

As a Postpartum Daytime doula, I will provide you the following services:

- Education on postpartum issues
- Guidance with newborn care and feeding
- Breastfeeding support and tips
- Emotional support and nurturing for the new mother
- Help with emotional and physical recovery after birth
- Assistance with newborn care such as diapering, bathing, feeding and comforting
- Baby soothing techniques
- Referrals to local resources such as but not limited to parenting classes, pediatricians, lactation support and other parenting support groups

Disclaimer:

Doulas are not doctors, nurses or midwives, and do not practice medicine, nor diagnose and treat postpartum related symptoms. Doulas do not make specific health claims or promise medical results. They provide education and guidance, and postpartum and breastfeeding support.

Limitation of Services:

Services of a Postpartum Doula focus on assisting with breastfeeding and breastfeeding education. A Postpartum Doula is not a housekeeper nor a medical practitioner, and will not perform any clinical procedures, outside of weighing the baby.

A Postpartum Doula does not assess the physical recovery of the mother, although she may provide non-medical methods of helping the mother recover from birth, whether cesarean or vaginal, and may observe for signs of infection and/or postpartum depression, educating the mother on signs and symptoms regarding these issues. A Postpartum Doula may provide information to the new mother's partner in order to assist in observation for signs of infection and/or postpartum depression.

Client responsibilities:

- Clients agree to provide a safe and clean working environment within their home (e.g. tidied common areas, working heat/AC, working toilets, working appliances, working WI-FI).
- Clients agree to communicate any issues or concerns with Doula or care she provides as soon as they occur either in person, by text or by email. Doula agrees to do the same.
- Clients may be requested to provide a professional letter of reference for Doula upon completion of the Agreement term provided they were satisfied with her services.
- Honest communication about any relevant medical or emotional care issues.

Use of Client's Home and Property:

- Doula shall show respect for the client's home, furnishings, and possessions, and treat them with care and courtesy.
- Doula shall not have any guests in the Client's home at any time.
- Doula shall not allow any visitor into the Client's home without obtaining the Client's permission.

Confidentiality:

Doula agrees to keep confidential, during and after employment, all information she learns within the normal course of her position regarding Client's family and household (except as required by law) unless Doula receives written and signed consent from all the Clients listed on this agreement. This includes but is not limited to information regarding health, finances, employment, personal relationships, and extended family. An exception would be that the Doula may disclose information during an employment reference that is essential to providing an honest, fair evaluation of the Clients. A failure to abide by this confidentiality agreement may result in immediate termination without notice or severance.

Doula will respect the privacy of each adult member of the household and will not enter their personal areas without prior permission, view their personal documents or listen or record their personal conversations.

Clients agree to keep confidential, during and after employment, all information regarding Doula (except as required by law) unless Clients receive written and signed consent from Doula. This includes but is not limited to information regarding health, finances, employment, personal relationships, and extended family. An exception would be that the clients may disclose information during an employment reference that is essential to providing an honest, fair

evaluation of the Doula. A failure to abide by this confidentiality agreement may result in immediate Termination with Cause by Doula. Liquidated damages shall be charged in the reasonable amount of the Non Refundable Retainer.

Video and Audio Surveillance:

Doula agrees to the use of nanny cameras or other surveillance devices in the home provided the general locations of such devices are disclosed in advance of use and provided there are no cameras in areas of the home with a reasonable expectation of privacy, including but not limited to: household bathrooms, private bedroom, private closet.

Doula will consider the use of undisclosed cameras, microphones, or other surveillance devices a breach of Agreement and has the right to leave the position immediately. Liquidated damages shall be charged in the reasonable amount of the Non Refundable Retainer.

Fees and refunds:

- Scheduled shift
 - Postpartum Doula Services will be provided at \$45 per hour for each Scheduled Shift.
 - Number of hours/day:
 - Minimum 3 hours/day
 - Service dates:
 - Feb 19th, 2024
 - Additional shifts, if any, are to be mutually agreed upon by both parties
- Billing
 - Doula will bill Clients daily via Newmom.me.
 - Payments will be made via Newmom.me.
 - Payments must be completed immediately upon receipt of invoice. Payments more than 48 hours late will be considered a breach of Agreement (See Termination of Agreement).
 - Parking fees, if any, will be billed daily. Clients are responsible for any and all parking fees incurred at each shift.

Failure to provide service:

- The Doula will make every effort to serve the Client at the scheduled times.
- Prior to signing this agreement, the Doula shall disclose any potential difficulties that are reasonably anticipated to affect the Doula's ability to provide the service as scheduled,

such as family situations, personal appointments, being on call for Birth Doula services with another Client, etc. This is agreed upon by the family so that the Doula may nurture her family as well as support you in nurturing your own family.

Rescheduling:

- In the event of illness, emergency, or severe weather for either party, every effort will be made to notify the other party as soon as possible, and to reschedule services for a mutually agreeable future date. If advance payment has already been made, it will be applied to future services.
- In all other situations, the Client must provide the Doula with at least 24-hour notice to reschedule a shift.
- If the Doula is not able to accommodate service on a future date, the Client may request a full or partial refund from the Doula, to be provided at the Doula's discretion.

Cancellation:

- If a Client cancels a shift less than 24 hours in advance and does not reschedule it, the Client must pay for the service as planned.

Termination of Agreement:

A Doula's violation of this agreement is grounds for the Client to terminate the Doula for Cause. At a minimum, these reasons include:

- Allowing a minor child's safety to be compromised
- Being unavailable for the Client on agreed upon dates
- Inconsistent or non-performance of agreed upon job responsibilities
- Dishonesty to Clients
- Stealing
- Breach of the "Confidentiality" section of this agreement
- Persistent and unexplained tardiness of more than 30 minutes
- Failure to comply with the "Use of Client's Home and Property" section of this agreement
- Smoking or consumption of alcohol while on duty
- Illegal drug use
- Fear of harm or threat

If Clients choose to terminate this Agreement for any reason other than those listed above, liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

If Doula leaves the position due to disrespectful or harmful treatment by the Clients or non-compliance by the Clients to the Agreement terms, liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

Clients agree to disclose any and all health or developmental concerns regarding mother and/or baby to Doula as they arise. Failure to do so will be considered a breach of Agreement and Doula may choose to suspend services. Liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

Liability:

In entering a contract for Postpartum Daytime Doula Services with Puja Kapoor, I/We hereby acknowledge that during the performance period of this contract, services may be provided to me/us in my/our home. I/We understand that Puja Kapoor's role is limited to the description of services outlined in the above-referenced contract, wherever services are provided to me/us.

Puja Kapoor has not represented to me/us that contracting for services guarantees in any way a risk-free or emergency-free postpartum experience. I/We understand that my/our doula(s) does not make medical decisions on my/our behalf, to include the decision when to seek medical care at a hospital when labor support services are provided in my/our home.

Now, therefore, in consideration of the above acknowledgements, I/we (both jointly and separately) on behalf of myself, ourselves, my/our heirs, administrators, personal representatives, executors, and assigns do RELEASE AND FOREVER DISCHARGE (Provider Name) from all damages or causes of actions, either at law or in equity, which I/we may have or acquire or which may accrue to me/us, my/our heirs, administrators, personal representatives, executors or assigns as a result of using the doula services of (Provider Name). I/We intend this to be a COMPLETE RELEASE AND DISCHARGE them from all liability whatsoever.

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 against Puja Kapoor that I/we have or believe I/we have resulted from our contract for doula services.

If we have previously agreed upon any changes or addendums to this contract, including but not limited to additional services or changes to the services outlined above, the changes in the terms of the agreement are set forth below:

Miscellaneous:

Notice: All notices, consents, approvals, and waivers made or given in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger, telecopy, telephone, facsimile, email, or courier) or, if delivered by mail, shall be deemed given after being deposited by certified mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows or to such other address or addresses as the parties may from time to time specify in writing delivered as provided in this Section.

I/We have read this contract describing the doula's services and agree to enter into a client-doula relationship for Postpartum support.

Signatures:

PREGNANT/POSTPARTUM PERSON NAME

PREGNANT/POSTPARTUM PERSON

DATE

ADDRESS

PARTNER

DATE

Puja Kapoor

DOULA

Feb 17th, 2024
DATE