

Postpartum Doula Contract

This **Postpartum Doula Contract** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Doula

Client

WHEREAS, the Client desires to retain the Doula to provide non-medical postpartum support following the birth or placement of a child; and

WHEREAS, the Doula agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to define the terms under which the Doula will provide non-medical postpartum support services to the Client and the Client's household during the postpartum period.

2. Term

This Agreement becomes effective on the Effective Date and remains in effect until the completion of the agreed services unless terminated earlier in accordance with the Termination clause.

3. Services

The Doula agrees to provide postpartum support services, which may include:

- Emotional support for the Client and family.
- General newborn care assistance.
- Infant soothing techniques.
- Feeding support, including bottle-feeding assistance and general breastfeeding support within the Doula's scope of practice.
- Assistance in establishing household routines related to newborn care.
- Light household tasks directly related to infant care, including washing bottles, infant laundry, and tidying nursery areas.
- Meal preparation or light snack preparation for the Client.
- Educational guidance regarding postpartum recovery and newborn care.
- Referral to licensed healthcare professionals when concerns fall outside the
- Doula's professional role.
- Services shall be provided at:

_____ or

any other mutually agreed location.

4. Services Not Provided

The Client understands that the Doula is not acting as a physician, nurse, midwife, mental health professional, therapist, lactation consultant unless separately credentialed, or any other licensed healthcare provider.

The Doula shall not:

- Diagnose medical conditions.
- Prescribe medication.
- Perform medical procedures.
- Provide emergency medical care.
- Make healthcare decisions for the Client or infant.
- Replace professional pediatric or maternal healthcare services.
- The Client agrees to seek appropriate medical care whenever necessary.

5. Schedule

Services shall be provided according to the following schedule:

Service Item	Details
Start Date	
Estimated End Date	
Days	
Hours Per Visit	
Frequency	
Daytime or Overnight Care	

Any requested changes to the schedule shall be subject to the Doula's availability.

6. Fees and Payment

The Client agrees to compensate the Doula as follows:

Description	Amount
Service Fee	
Deposit	
Hourly Rate (if applicable)	
Additional Hours	
Travel Fee	
Other Charges	

Payment shall be made by _____. Invoices are due within _____ days after issuance unless otherwise agreed in writing. Any deposit paid under this Agreement shall be applied toward the total service fees unless otherwise specified.

7. Client Responsibilities

The Client agrees to:

- Provide accurate information regarding maternal and infant health that may affect service delivery.
- Maintain a safe and respectful environment.
- Provide reasonable access to the residence during scheduled service hours.
- Notify the Doula of contagious illnesses within the household before scheduled visits.
- Arrange appropriate medical care whenever medical attention is needed.

8. Doula Responsibilities

The Doula agrees to:

- Perform services professionally and respectfully.
- Maintain appropriate professional boundaries.
- Respect the Client's parenting choices whenever they do not create an immediate safety concern.
- Promptly communicate scheduling issues or circumstances affecting service delivery.
- Maintain any licenses, certifications, or training represented to the Client, if applicable.

9. Health and Safety

The Parties agree to promote a safe environment during all visits.

The Doula may decline or discontinue services during a visit if conditions present a reasonable risk to personal safety or health, including violent behavior, hazardous conditions, or exposure to contagious illness not previously disclosed.

10. Confidentiality

The Doula shall maintain the confidentiality of personal, medical, financial, and family information obtained during the course of providing services except:

- when disclosure is required by law;
- when necessary to prevent an immediate risk of serious harm; or
- when the Client provides prior written consent.

This obligation survives the termination of this Agreement.

11. Photography and Testimonials

The Doula shall not photograph, record, or publicly share information about the Client or infant without the Client's prior written permission.

Any testimonial or review provided by the Client may be used only with the Client's written authorization.

12. Cancellation and Rescheduling

The Client may cancel or reschedule appointments by providing at least _____ hours' notice.

Appointments cancelled with less notice may be subject to a cancellation fee of _____, unless the cancellation results from an emergency or other circumstances mutually accepted by the Parties.

If the Doula must cancel a scheduled visit, reasonable efforts shall be made to reschedule the appointment.

13. Independent Contractor Relationship

The Parties acknowledge that the Doula is an independent contractor and not an employee of the Client. Nothing in this Agreement creates a partnership, joint venture, agency relationship, or employment relationship. The Doula is solely responsible for any taxes, insurance, licenses, and business obligations associated with providing services.

14. Limitation of Liability

The Doula agrees to perform services with reasonable care consistent with the nature of non-medical postpartum support.

Except where prohibited by law, the Doula's liability arising from this Agreement shall be limited to the total fees paid by the Client for the services giving rise to the claim.

Nothing in this Agreement limits liability for intentional misconduct, fraud, or any liability that cannot legally be limited.

15. Termination

Either Party may terminate this Agreement by providing written notice to the other Party.

Either Party may terminate this Agreement immediately if the other Party materially breaches its obligations and fails to remedy the breach within a reasonable period after receiving written notice, where the breach is capable of being remedied.

Upon termination:

- The Client shall pay for all services provided through the effective termination date.
- Any prepaid amounts shall be refunded only to the extent services have not been earned, unless otherwise stated in this Agreement.
- The confidentiality obligations remain in effect after termination.

16. Force Majeure

Neither Party shall be responsible for delays or failures in performing obligations caused by events beyond reasonable control, including natural disasters, severe weather, government actions, epidemics, transportation disruptions, or similar events.

The affected Party shall notify the other Party as soon as reasonably possible.

17. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, by certified mail, or by email to the contact information provided by each Party.

Notice shall be deemed received upon confirmed delivery or acknowledgment.

18. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to its conflict of law principles.

Any dispute arising under this Agreement shall be resolved through negotiation in good faith before either Party initiates legal proceedings, unless immediate legal action is necessary to protect legal rights.

19. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter and supersedes all prior discussions, proposals, or agreements relating to the services.

20. Amendments

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

21. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force to the extent permitted by law.

22. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

Doula

Name

Date

Signature

Client

Name

Date

Signature



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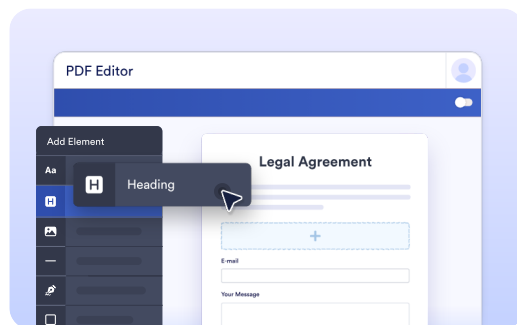
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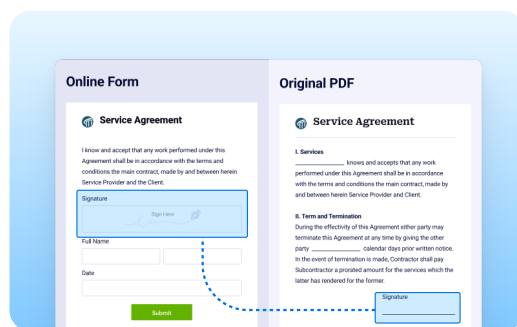
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