

## Newborn Care Specialist Employment Contract

**This is an edited sample of the contract. Each clause goes into much greater detail than shown on this example. It is a 9 page contract and very complete. It is also the most used contract in the industry. I will add, delete, or change any clause you may not agree with.**

This agreement between \_\_\_\_\_ N.C.S. hereinafter ("Newborn Care Specialist")  
\_\_\_\_\_ ("Client") is entered in to this \_\_\_ day of \_\_\_\_, 20\_\_

The address at which the Newborn Care Specialist will be fulfilling her contract is:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email address \_\_\_\_\_

### **1. PURPOSE OF THE AGREEMENT**

The Client is contracting with the Newborn Care Specialist for her to provide care, under the terms and conditions of this Agreement, solely to an infant(s) that is to be born to or to be adopted by the Client and for no other purpose.

### **2. JOB DATE**

- a. The start date will be between \_\_\_\_\_ and \_\_\_\_\_ 20\_\_\_. (A 10-day total span)
- b. The job will continue for a total of \_\_\_\_\_  months  weeks  days.
- c. The last day of service will be \_\_\_\_\_ 20\_\_ this time frame is given as a convenience to the Client.
- d. Should the actual start date be after the later start date, .....

### **3. RETAINER**

- a. To guarantee the service of the Newborn Care Specialist, the Client agrees to pay a retainer of \_\_\_\_\_ % the time of booking.
- b. Once the retainer and the signed contract has been received.
- e. Should a retainer and contract come through from another client before .....

### **4. CANCELLATION AND TERMINATION OF AGREEMENT**

**This Agreement may be canceled or terminated:**

- a. If the Newborn Care Specialist does not report to the
- b. The Client releases from duty the Newborn Care Specialist with cause.  
Cause to be declared as:
- c. If the Newborn Care Specialist leaves the position with cause  
Cause to be declared as:
- d. If the Client simply changes their mind, for any reason prior

- e. In a loss of pregnancy or cancellation of adoption, a full refund of the retainer will be due to the Client and the contract is considered invalid.
- f. Should baby come home later than the contracted expected date
- g. The Newborn Care Specialist, will to the best of her ability to secure a backup person
- h. This contract may be terminated with a 14-day notice if the Newborn Care Specialist is not following the Clients instruction on caring for the infant. The Client will use the AAP
- i. The Newborn Care Specialist is in the Client's home to educate and assist the parents.
- j. Should the Newborn Care Specialist be released from this contract because of her action to protect the child
- k. Should your newborn come home from the hospital with a feeding tube,
- l. will be swaddling your baby.
- m. will use all reasonable and approved methods (as per the AAP, when putting your child to sleep to prevent SIDS.

#### **5. NEWBORN CARE SPECIALIST RESPONSIBILITIES:**

##### **Additional Responsibilities Include:**

#### **6. COMPENSATION**

- a. It is agreed that the hourly rate is \$ \_\_\_\_ per hour or a daily rate for 24-hour care is \$ \_\_\_\_ per day. That equals \$ \_\_\_\_ per week. **Client's initial** \_\_\_\_\_
- b. Hours may be added to this contract but hours may not be deleted **c.**
- d. If it becomes necessary for the Newborn Care Specialist to assert any claim or to take any action to collect any sums due her,
- e. The Newborn Care Specialist is an independent contractor.

#### **7. MANDATORY HOURS AND CONSIDERATIONS**

This agreement is for newborn care services beginning on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

#### **8. SLEEP CONDITIONING OPTIONS:**

Please sign one and cross out the other.

#### **9. EMERGENCIES**

Because emergencies may arise during the Client's absence, even if that absence is brief, before the Newborn Care Specialist commences her duties the Client shall provide to the Newborn Care Specialist:

#### **10. EMPLOYER'S ACQUAINTANCES AND RELATIVES**

The Client is solely responsible for the actions of acquaintances and relatives

#### **11. COMMUNICATION**

Good communication is essential. Discussions regarding the baby's routine or other

**12. CONFIDENTIALITY**

During the course of employment,

**13. NANNY CAMS**

Hidden cameras or other surveillance equipment

**14. NOTICE**

Whenever, under this Agreement, one party is required or permitted to give notice to the other,

**15. INDEMNIFICATION**

Elsewhere in this Agreement, the Client has agreed to indemnify and hold harmless

**16. GENERAL ISSUES**

- a. Daily Child Care Log
- b. reimbursed by the Client for all reasonable expenses
- d. If there are animals in the house.
- e. If the Newborn Care Specialist uses the Client's vehicle  
**Newborn Care Specialist's initial** \_\_\_\_\_ on your agreement with these arrangements.
- g. If there is an older child in the house
- h. not responsible for any household duties or meals
- i.  is not  is an RN. .
- k. there to educate and assist you during her shift, Should you find that you have a question that cannot wait
- l. In the event that the Newborn Care Specialist observes anything in the home that causes her concern for the child's welfare
- m. This contract is not to be shared, copied, given or sold to another. This is a private contract between \_\_\_\_\_ and the Client.
- n. will be resting or lightly sleeping when your baby sleeps; she requires

**17. REQUIREMENTS FOR A TRAVELING JOB:**

I am hiring the Newborn Care Specialist for a job that she must travel to or where travel will be involved during this contract. \_\_\_\_\_ (Client's initial)

**18. REQUIREMENTS FOR A 24 HOUR JOB (if with travel see above)**

I am hiring the Newborn Care Specialist for a round the clock job. \_\_\_\_\_ (initial)

- b. Providing full-time care 24 hours requires Newborn Care Specialist to have a six hour stretch of uninterrupted rest per day,
- d. The hours for this contract are not to be extended past

**19. COVID GUIDELINES**

The Newborn Care Specialist  is  is not vaccinated for Covid

- A. The Newborn Care Specialist will be tested for Covid
- B. If sheltered-in-place at the Client's home before birth,
- C. The Client understands that sheltering-in-place is at the client's home
- D. Should the Client test positive for Covid at the baby's anytime
- E. Should the Newborn Care Specialist become Covid positive
- F. Should the Newborn Care Specialist become Covid positive outside the Client's home.
- G. Should a State or Nationwide Shelter in Place order be declared
- H. The Newborn Care Specialist will practice CDC guidelines (including following)

## **20. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties

## **21. BINDING AGREEMENT**

## **22. AMENDMENTS**

No change or modification to this Agreement

## **23. WORD USAGE**

Where necessary or appropriate to the meaning hereof.

## **24. REFERENCE LETTER**

the Client agrees to provide a letter of recommendation.

## **25. JURISDICTION**

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of \_\_\_\_\_.

The undersigned Newborn Care Specialist and Clients agree to all terms described herein. This agreement was reached with the mutual consent of both parties.

Only one client signature is required to make this contract valid if the clients are married.

## **Medical Treatment Authorization Form**

It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Designated Adult in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

### **Emergency Contact Information:**