



SAMPLE Surrogate Benefit Package

- 1) **Surrogate Total Fee (1a-1b):** \$25,000.00

Second time surrogates receive \$30,000. Third time surrogates received \$35,000

The figure above does not include monthly allowances or contingency fees. The total above consists of the following fees payable to the Surrogate:

- a) **Surrogate Base Fee (single pregnancy):** \$22,000.00

Paid as: \$2,200.00 per month, as long as surrogate is pregnant, beginning on the first day of the month following the confirmation of fetal heartbeat by ultrasound, with the balance paid two weeks after the birth or discharge (see below).

*******If surrogate delivers child on or after 34 weeks from date of embryo transfer, all payments listed above will be made even if child is stillborn or does not survive prior to hospital discharge. If surrogate delivers prior to 34 weeks from date of transfer and child does not survive prior to hospital discharge, surrogate is entitled only to compensation received thus far plus an additional prorated amount, if any, from the date of the last payment to the date of delivery.**

- b) **Full Participation Bonus (total payment per pregnancy):** \$ 3,000.00

Payable at \$300.00 per month, as long as Surrogate is pregnant beginning on the first day of the month following the confirmation of fetal heartbeat by ultrasound, then transfer, then continuing on the first of every month thereafter with the balance paid two weeks after the birth or discharge (see above).. This bonus is earned at the time each payment is tentatively due, only if, in the sole discretion of APM, Surrogate has, with her best efforts, fulfilled all of her obligations arising in connection with the surrogacy process. This includes, without limitation, making and keeping appointments with the professionals involved in the surrogacy process, taking any required medications, following orders as directed by physicians and fulfilling her obligations under the contract with the Intended Parents.

- 2) **Additional Fees (2a-2b):**

- a) **Injectable Medication Start Fee (one-time fee):** \$ 500.00

Payable when a surrogate begins a medication called Lupron. This will be paid once confirmation is received from the IVF center that medication has begun

b) Embryo Transfer Fee (per completed transfer): \$ 500.00

Payable within one week of embryo transfer. This fee is intended to reimburse surrogate for any lost wages and miscellaneous expenses such as child care, mileage, parking, etc. incurred at the time of the transfer as a result of bed rest due to embryo transfer. Should physician order Surrogate to stay at a hotel after the embryo transfer, IPs agree to pay for the cost of hotel and \$65/day for a meal allowance.

c) Maternity Clothing (total payment per pregnancy): \$ 800.00

Payable on the first day of the month following the 14th week after embryo transfer. Surrogate shall receive an additional \$200.00 on the 22nd week after embryo transfer if carrying multiples.

3) Monthly Allowances/Benefits (3a-3c):

a) Monthly Expense Allowance: \$ 200.00

- i) Non-accountable allowance to cover expenses relating to the surrogacy arrangement such as travel, meals (trips of 100 miles or less roundtrip) telephone charges, postage, fax charges, childcare charges for doctor and lab appointments, non-prescription vitamins/supplements and over the counter products. The monthly allowance will begin on the first day of the month following the signing of the Surrogacy Contract by all parties.
- ii) If surrogate is required to travel further than 100 miles roundtrip, surrogate shall be reimbursed for actual costs of childcare, mileage (starting with mile 101), meals, parking, toll fees, etc. Required trips that require a flight are covered in section 4:l

b) Housekeeping/Childcare Benefits (Actual cost up to \$250/month): \$ 250.00

Actual cost of housekeeping/childcare up to \$250 per month will begin on the first day of the third trimester and end three weeks after delivery. If surrogate is carrying multiples, then this benefit will begin on the first day of the second trimester and end 3 weeks after the delivery. **Payments shall be made directly to the provider of such housekeeping/childcare services. Surrogate must provide the name, telephone number and billing address for this provider.**

c) Psychological Support: \$ 100.00

Surrogate shall receive \$100.00 for every month that she participates in support group meetings or individual counseling sessions with a licensed mental health care professional. Payment will begin on the first month following the signing of a contract with the Intended Parents and shall continue until six weeks after the birth of the child(ren) or this agreement is terminated, whichever is the earliest to occur. Intended Parents shall pay for the health care professional's charges for such counseling.

4) **Surrogate's Potential Additional Fees (4a – 4o):**

| | |
|---|-------------------|
| a) Dropped Cycle fee: | <u>\$ 500.00</u> |
| If after signing the legal Surrogacy Agreement the cycle is cancelled through no fault of Surrogate, Surrogate will receive the \$500.00 cancellation fee. If cycle is cancelled through no fault of the surrogate, and she has already begun taking injectable medication, then Surrogate shall keep medication start fee as the cancellation fee. | |
| b) Mock Cycle Fee: | <u>\$ 250.00</u> |
| If the screening or cycling doctor requires the surrogate to undergo a mock cycle. | |
| c) D&C | <u>\$ 500.00</u> |
| As applicable following miscarriage | |
| d) Abortion/Termination | <u>\$ 1500.00</u> |
| Intended Parent/Physician requested abortion | |
| e) Amnio or CVS: | <u>\$ 500.00</u> |
| First or only procedure (as applicable) | |
| f) Amnio or CVS: | <u>\$ 500.00</u> |
| Each additional procedure if medically necessary | |
| g) Fetal Reduction | <u>\$ 500.00</u> |
| Per procedure (as applicable) | |
| h) Ectopic Pregnancy | <u>\$ 500.00</u> |
| i) Cerclage Placement | <u>\$ 1000.00</u> |
| j) Cesarean Section (Physician Recommended for 1st c-section procedure) | <u>\$ 2500.00</u> |
| Repeat c-section procedure, fee will be \$1,500 | |
| k) Loss of Reproductive Organ: | <u>\$ 1500.00</u> |
| Loss of reproductive organ related to surrogate pregnancy | |
| l) Multiple Birth (per additional child carried) | <u>\$ 5000.00</u> |

Payable at \$500 per month beginning on the first day of the month following 16 weeks after the date of the embryo transfer.

******* If additional child(ren) are born prior to 32 weeks from date of embryo transfer and do not survive, the surrogate is only entitled to the compensation she has received thus far plus a prorated payment to the date of delivery, abortion, or confirmation of miscarriage. Should the additional child(ren) survive, the surrogate shall be entitled to a one lump sum payment within 7 days of the birth in the amount sufficient to bring the total paid to \$5,000.00 per additional child.**

l) Travel By Air or Agency Pre-Approval:

Actual costs

- i) If surrogate is required to travel further than 100 miles roundtrip for California with personal car for doctor appointments, screening, embryo transfer, etc., surrogate shall be reimbursed for actual costs of childcare up to \$10.00 per hour and up to a maximum of \$100 per day, mileage (starting with mile 101), parking, toll fees, etc. Surrogate must provided receipts to the Agency in order to receive reimbursement.
- ii) If Surrogate is required to travel by air for any procedure related to this surrogacy cycle, IPs will pay for airfare, hotel, ground transportation, childcare, and meals up to \$65/day for surrogate, all of which must be approved in advance by Agency.

m) Physician Ordered Bedrest or Restricted Activity/Disability(per week) \$ 250.00

In the event that surrogate's treating physician orders, in writing, bed rest or restriction of surrogate's activity, or surrogate becomes temporarily or permanently disabled, as confirmed in writing by the treating physician, as a direct result of the pregnancy, a miscarriage, abortion or delivery of the child, the Intended Parents shall reimburse the surrogate for additional reasonable expenses incurred (e.g. housekeeping, childcare) during the period of bed rest or inability to work. Intended Parents shall be responsible for such additional actual expenses not to exceed \$250.00 per week. Surrogate must provide receipts to verify these actual expenses. Intended Parents; obligations under this section shall not extend beyond the date that is 6 weeks after the delivery, miscarriage or abortion. If treating physician orders bed rest, Intended Parents are entitled to obtain a second opinion from a physician selected by them and such second opinion shall supersede the treating physician's order.

n) Surrogate Lost Wages

Net wages apply for actual time missed

- i) For Physician ordered bed rest after a pregnancy has been confirmed by fetal heartbeat – limited to the net lost earnings after all deductions, and only for the amount not paid by State Disability Insurance. Surrogate must make a disability claim to be eligible to recover from the Intended Parents.
- ii) Intended Parents shall also compensate Surrogate for Surrogate's Lost Wages only in connection with the following: (i) the screening process (maximum 2 days); (ii) medical appointments as required by the IVF Physician or the Obstetrician or requested by the Intended Parents that are out of surrogate's county or state; (iii) court appearance requested by Intended Parents (maximum 1 day).
- iii) Surrogate's embryo transfer fee is intended to reimburse her for any lost wages and miscellaneous expenses such as childcare or housekeeping as a result of bed rest due to the embryo transfer.

*****In order to collect lost wages, surrogate must provide proof of wages earned prior to signing the contract and at the time of the wage loss claim. Surrogate must also provide a doctor's note on his letterhead explaining the reason for the bedrest and the dates for which bedrest will apply. Without prior proof of wages or applicable written doctor's note, lost wages benefit will not be paid to surrogate.**

o) Spouse/Partner Lost Wages

- i.) \$50 for screening appointment
- ii.) \$50 for match meeting with IPs
- iii.) \$150 for attending the birth
- iv.) An additional \$50 will be added for travel of more than 100 miles round trip

5) Additional Surrogate Benefits Paid by IPs (5a – 5f):

a) Monthly Health Insurance Premium: N/A

b) Health Insurance Deductible/Co-pays Actual Cost

Insurance Company _____ **Premiums paid by:** n/a _____

Notes: IPs agree to pay for all actual co-pays as required by Surrogate's insurance.

The only insurance covering surrogacy may be a separate Lloyds of London Policy.

c) Life Insurance (\$250,000 Benefit) Actual Cost
(approx \$235.00)

d) Expenses for Screening and Matching process: Actual Cost

- i.) For all out of county travel starting with mile 101: Surrogate shall be reimbursed for expenses such as mileage, parking, toll fees, etc. during all screening and match related travel
- ii) Childcare expenses for trips over 100 miles roundtrip: Surrogate shall be reimbursed for actual costs of childcare up to \$10.00 per hour and up to \$100 per day. This is reimbursable for actual time required for travel and time of appointment only. Surrogate shall provide receipts to the Agency in order to receive reimbursement

e) Nutritional Counseling Professional Charges, if required: Actual Cost

f) Special Considerations or Requirements: Actual Cost

Should Intended Parents request Surrogate to eat organic food, to take any supplements other than prenatal vitamins, Intended Parents agree to reimburse Surrogate for the cost of these additional items. Surrogate agrees to provide all necessary receipts for reimbursement.

- g) **Breast Milk** \$200 per week
 Surrogate shall receive \$200.00 per week for each week that Surrogate pumps and ships colostrums/breast milk to Intended Parents at Intended Parents' request. Intended Parents also agree to reimburse Surrogate or pay directly the costs associated with Surrogate pumping and shipping colostrums/breast milk, including but not limited to, the rental of a double-breasted pump of hospital grade quality, and any storage and/or shipping costs.

6) Screening Costs reimbursed to APM as applicable (6a – 6c)

- a) **Psychological Screening:** \$ 650.00
- b) **Medical Screening costs:** \$ 1750.00
 Cost will vary depending on IVF center selected by IPs, unless paid directly to IVF center
- c) **Background Check:** \$ 200.00
 Price is between \$100 per surrogate and spouse, if applicable (basic report) and up to \$500 for more extensive check

7) Attorney and Trust Account Fees (7a – 7d)

- a) **Fee for Trust Account:** \$850, plus \$9 per check
- b) **Drafting and finalizing Surrogacy Agreement** \$ 3250.00
- 1) If joint representation of Intended Parents and Surrogate for contract only:
- 2) If representing Intended Parents for contract only: \$ 2750.00
- OR-
- c) **Reviewing Surrogacy Agreement**
- 1) If representing Surrogate for contract only: \$ 750.00
- 2) Reviewing Attorney representing Surrogate Including Parental Establishment: \$ 1250.00
- OR-
- d) **Parental Establishment Process:**
- 1) Preparation and filing of court documents and court appearance (joint representation of Intended Parents and Surrogate): \$ 3500.00
 (plus court costs – approximately \$400)
 **International clients add \$500
- 2) Preparation and filing of court documents and court appearance (representing Intended Parents only): \$ 3000.00
 (plus court costs – approximately \$400)
 **International clients add \$500
- 3) Reviewing court documents, no court appearance (representing Surrogate only) \$ 500.00

8) **Agency Fee:** \$17,000.00

Payment installment 1: \$5,000.00 due when Client signs this service agreement

Payment installment 2: \$5,000.00 due when Client and surrogate sign a Surrogacy agreement.

Payment installment 3: \$5,000.00 due when the surrogate has embryo transfer with primary physician chosen by Client.

Payment installment 4: \$2,000.00 due within one week after live birth of the child or children

9) **Psychological Support Administration Fee** \$ 600.00

Fee is paid to Agency and includes the cost of our annual surrogate retreat, cost of meeting room rental and meals during monthly surrogate support meetings, guest speakers, gifts for embryo transfer, and other expenses incurred by agency as a result of surrogate's cycle and/or monthly participation in support group.

To Intended Parents and Surrogate: Please do not speak directly with each other regarding contract issues. You will be represented by an attorney and any terms you change from this document may cause issues with APM's or the attorney's ability to properly represent you in the terms of the agreement.

I/We have read the above Surrogate Benefits Package and agree to the estimated costs for the cycle.

Signature

Date

Print Name

Signature

Date

Print Name

Address

City, State, Country, Zip Code