Surrogate Benefit Package

Base Fee:

$_____ **(variable)**

a. Disbursements: The Surrogate shall receive $_____(*divide base fee by 10)* per month, starting on the first day of the month following confirmation of pregnancy by ultrasound fetal heartbeat and continuing on the same day each month, so long as surrogate is pregnancy with a live fetus, and the balance paid within 2 weeks after birth.

b. Conditions: If surrogate delivers child on or after 32 weeks from the date of the embryo transfer, all payments listed above shall be made, even if child is stillborn or does not survive prior to hospital discharge. If surrogate delivers prior to 32 weeks from the dates of the embryo transfer and child does not survive prior to hospital discharge, surrogate is only entitled to compensation received as of the date of delivery, plus a prorated amount, if any.

Multiples Fee:

$_____ **(variable)**

a. Disbursements: The Surrogate shall receive $_____ (*divide fee by 10)* per month, starting on the first day of the month following the 16th week of pregnancy and continuing on the same day each month, so long as she is pregnant with multiple fetuses, and the balance paid within 2 weeks after birth.

b. Conditions: If surrogate delivers additional child on or after 32 weeks from the date of the embryo transfer, all payments listed above shall be made, even if child is stillborn or does not survive prior to hospital discharge. If surrogate delivers prior to 32 weeks from the date of the embryo transfer and child does not survive prior to hospital discharge, surrogate is only entitled to compensation received as of the date of delivery, plus a prorated amount, if any.

Monthly Allowance: **$150**
The Surrogate shall receive $150 per month, starting on the first day of the month following confirmation of pregnancy by blood test and shall continue on the same day of each month thereafter until either: a) one month after the birth of a child or b) this Agreement is terminated, whichever is earlier. Allowance is in lieu of itemized costs and includes reimbursements for mileage/gas for trips under 100 miles (roundtrip), telephone calls, faxes, postage or federal express charges, childcare for local doctors visits, and miscellaneous expenses such as pregnancy test kits, non-prescription vitamins, etc.

Maternity Clothing:
$500/$750
Surrogate shall receive $500 maternity clothing allowance payable at 10 weeks after the embryo transfer procedure if Surrogate is confirmed pregnant. Alternatively, if the Surrogate is carrying multiples, she shall receive $750 payable at 10 weeks after the embryo transfer procedure.

Injectable Medication Start Fee: $250
Surrogate will be paid $250 within seven (7) days of confirmation from the IVF clinic that injectable cycle preparation medication (excluding birth control) has been started.

Embryo Transfer: $500
For each completed embryo transfer procedure. This covers lost wages, childcare, housekeeping and miscellaneous expenses. Surrogate may also be entitled to travel expenses and a companion to accompany her.

Mock Cycle: $250
The Mock Cycle fee is due to the Surrogate upon completion of the Mock Cycle.

Invasive Procedure: $500 (each)

1. Amniocentesis or CVS (per needle insertion)
2. Abortion or Termination (requested by IP's or recommended by physician)
3. Fetal Reduction (per needle insertion, as requested by IP's or recommended by physician)
4. Ectopic pregnancy
5. D&C or D&E procedure
6. Cervical Cerclage

Physician Recommended Cesarean Section: $2,000
As recommended by the physician or requested by the Intended Parents. This fee does not include lost wages, childcare, or travel or travel expenses (per diem, parking etc.)

Loss of Reproductive Capabilities: $2,000
The Surrogate shall receive compensation if she suffers loss of her reproductive functions/organs as follows: $2,000 for loss of any reproductive organ or complete hysterectomy, as long as such procedure is performed within 3 months of the date of delivery.

Physician Ordered Bed Rest or Restricted Activity: $250/week
a.   Housekeeping expenses if Obstetrician/IVF Physician confirms in writing that Surrogate is unable to perform normal housekeeping chores.

b.   Childcare expenses if Obstetrician/IVF Physician confirms in writing that Surrogate is unable to care for the daily needs of her children.

c.   Housekeeping and Childcare expenses combined shall not exceed $250.00 per week total.

Conditions: Surrogate must provide receipts to verify these actual expenses and a written note from the Obstetrician stating the reasons and time period for the bed rest. Intended Parents

obligations under this section shall not extend beyond 4 weeks after a miscarriage, abortion or vaginal delivery and 6 weeks after a cesarean section.

Out of County Travel:
a.   If Surrogate is required to travel further than 100 miles roundtrip from her home for doctor, clinic and surrogacy related travel, surrogate shall be reimbursed for all miles in excess of 100 miles (starting at mile 101) at $.50 per mile.

b.   If Surrogate is required to travel by air or stay overnight, Intended Parents shall pay or reimburse Surrogate (and a companion if approved by Agency) for airfare, hotel, ground transportation, parking, Childcare expenses (up to a maximum of $50 per day), and a non-accountable miscellaneous/meal allowance ($50 per day for Surrogate and $25 per day for companion).

Life Insurance Policy: **$Actual Cost**
Intended Parents shall pay for the premium of a term life insurance policy for surrogate. It is the Surrogate's responsibility to apply for a term life insurance policy of $250,000 after the legal contract has been signed and prior to the first embryo transfer procedure. The surrogate must present the insurance approval letter for reimbursement.

Lost Wages: **$400/week max**
Surrogate will be entitled to reimbursement of her actual net lost wages incurred as a result of doctor ordered bed rest up to a maximum amount of $400 per week. If Surrogate is ordered to bed rest, then she must apply for disability, if available. IP's will only pay the Surrogate's actual lost wages – the difference between her lost wages and disability payments up to a maximum of $400 per week. Surrogate is eligible for lost wages through 4 weeks post vaginal delivery or 6 weeks post cesarean section delivery. Surrogate is required to provide the Agency with three of her most recent paystubs.

Health Insurance Benefits:

Monthly Health Insurance Premium -   **Actual Costs**

Health Insurance co-payments and deductibles -   **Actual Costs**

Conditions: Intended Parents shall be responsible for premiums (if applicable), co-payments and deductibles for up to one month after termination of the surrogacy agreement or three months after miscarriage, abortion or birth, unless the Surrogate experiences continued complications in which case Intended Parents will be responsible up to six months after miscarriage, termination or birth.

Screening and IVF Medical Expenses: **Actual Costs**

Intended Parents shall pay for the costs associated with the medical evaluation, psychological

evaluation, genetic history, insurance procurement, and criminal history fees and expenses, as
well as all medical expenses associated with Intended Parents' IVF Physician

Psychological Support *only as needed*   **Actual Costs**

Intended Parent shall pay the professional charges of a mental health care professional for up
to __10__ counseling sessions during the term of this Agreement and up to two months after a
delivery or termination of this Agreement, if recommended by a mental health care professional
or Agency.

X _____

Surrogate Mother

Date:_____

X _____

Surrogate Spouse / Partner

Date:_____

X _____

Intended Parent 1

Date:_____

X _____

Intended Parent 2

Date:_____