



APM • Surrogate Benefit Package

Surrogate: #

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

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 every four weeks, as long as surrogate is pregnant, beginning the first day of the month following the seventh week after the date of transfer, balance paid two weeks after the birth.

If surrogate delivers child on or after 34 weeks from date of 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.

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 month following the seventh week after the date of the embryo transfer. This bonus is earned at the time each payment is tentatively due, only if, in the sole discretion of Agency, Surrogate has to 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-2c):**

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 (3a-3c):

- a) Monthly Expense Allowance:** \$ 200.00

- i) Non-accountable allowance to cover expenses relating to the surrogacy arrangement such as travel (trips of 100 miles or less roundtrip), meals, 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. Trips that require a flights or more than 100 miles are covered in section 4:l

- b) Housekeeping Services Allowance:** \$ 250.00
Monthly allowance for housekeeping/childcare services will begin on the first day of the third trimester and end three weeks after delivery. If surrogate is carrying multiples, then such allowance 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:** \$ 500.00
 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:** \$ 250.00
 If the screening or cycling doctor requires the surrogate to undergo a mock cycle.
- c) **D&C** \$ 500.00
 As applicable following miscarriage
- d) **Abortion/Termination** \$1500.00
 Intended Parent/Physician requested abortion
- e) **Amnio or CVS:** \$ 500.00
 First or only procedure (as applicable)
- f) **Amnio or CVS:** \$ 500.00
 Each additional procedure if medically necessary
- g) **Fetal Reduction** (as applicable) \$ 500.00
- h) **Ectopic Pregnancy** \$ 500.00
- i) **Cesarean Section (Physician Recommended)** \$ 2500.00
- j) **Loss of Reproductive Organ:** \$ 1500.00
 Loss of reproductive organ related to surrogate pregnancy
- k) **Multiple Birth** (per additional child carried) \$ 5000.00
 Fee per additional child carried - payable at \$500 every four weeks beginning the first day of the 16th week of pregnancy.

***** **If additional child(ren) are born prior to 34 weeks and do not survive, the surrogate is only entitled to the compensation she has received thus far. 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) **Out of County Travel:** 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.

n) Surrogate Lost Wages

Per attached Paycheck Stub.

- 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 at the time of

the signing of this document AND she must 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 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 one way

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

a) Monthly Health Insurance Premium: Actual Cost
(approx \$275.00)

b) Health Insurance Deductible/Co-pays Actual Cost

Insurance Company _____ **Premiums paid by:** Trust Account

Notes: _____

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

d) Expenses for Screening and Matching process: Actual Cost
(approx \$1200.00)

Surrogate shall be reimbursed for actual childcare, mileage, meals, parking, toll fees, etc. for all out of county travel. Surrogate shall provide receipts to the Agency in order to receive reimbursement.

e) Nutritional Counseling Professional Charges: 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.

Blackout Dates: This will include any dates on which you are traveling, unavailable to attend doctor appointments and/or have the transfer and complete the 2-3 day bed rest period.

Blackout Dates for next 3 months: _____

Surrogate

Date