

Surrogate Name: _____

This document is provided as a good faith measure to allow Surrogates and Intended Parents to have an initial understanding of the fees and costs typically associated with gestational surrogacy. The fees outlined herein represent standard industry norms and practices. Intended Parents are provided with a generic version of this document prior to becoming a client of Family Forward Surrogacy (FFS), and receive a completed signed version of this document with a specific Surrogate’s fees prior to choosing to work with that Surrogate. **All fees paid must be in compliance with applicable state law.** Compensation for surrogacy is forbidden in the state of Virginia, and payments in that state are reimbursement of household living expenses.

The specific terms of the gestational surrogacy agreement (GSA) between the Intended Parents and the Surrogate may be further defined or modified, but if either party deviates materially from these terms the other party may choose not to work with the party wishing to change the terms. FFS is not a party to the GSA.

SURROGATE FEE: *Surrogate, please fill in your fee to the right.* \$ _____

FFS allows surrogates to set their own fees. Suggested fees ranges are below. Surrogates with fees at the low end of the suggested rates will be matched immediately after screening, while surrogates requesting much higher fees may encounter a wait.

In most states, the recommended first-time surrogate fee is \$46,000 - \$56,000 including bonus.

In **Virginia** the recommended first-time reimbursement rate is \$35,000.

SAMPLE SURROGATE FEE DISBURSEMENT SCHEDULE	
Signing of GSA	\$1,500
At the latter of 6 weeks gestation or confirmation of heartbeat.	\$4,450
10 weeks gestation	\$4,450
14 weeks gestation	\$4,450
18 weeks gestation	\$4,450
22 weeks gestation	\$4,450
26 weeks gestation	\$4,450
30 weeks gestation	\$4,450
34 weeks gestation	\$4,450
38 weeks gestation	\$4,450
2 weeks after delivery	\$4,450
TOTAL	\$46,000

Experienced surrogates may add an additional fee of \$5,000 per completed surrogacy journey. Surrogate Fee may be discounted by \$5,000 if Surrogate does not have surrogacy-friendly insurance.

If Surrogate delivers child on or after 34 weeks’ gestation all payments listed above will be made even if child is stillborn or does not survive prior to hospital discharge.

<p><i>If Surrogate delivers child prior to 34 weeks, and the child survives and is discharged from the hospital to intended parents, then all payments listed above will be made.</i></p> <p><i>If Surrogate delivers prior to 34 weeks, and the child does not survive to hospital discharge, Surrogate is entitled only to compensation prorated to the date of delivery.</i></p>	
<p>Multiple Birth (per additional child carried): Paid to Surrogate in seven (7) equal monthly installments. First payment is paid after 14 weeks’ gestation concurrent with other monthly payments.</p> <p><i>Same conditions as noted in italics immediately above except with the time period of 30 weeks’ gestation for multiples.</i></p>	\$10,000
<p>The following expenses are paid in addition to the Surrogate Fee if applicable:</p>	
<p>PAID TO SURROGATE</p>	
<p>Monthly non-accountable allowance: This amount is intended to cover: childcare, lost wages and mileage for local doctors’ appointments; prenatal vitamins, postage, notary services and other incidental expenses likely to be incurred by the Surrogate while fulfilling her duties under the terms of the GSA. Allowance will be prorated and will begin when the GSA is executed by all parties and will end with final disbursement after birth.</p>	\$250 per month
<p>Maternity Clothing Fee for Singleton/Multiples Pregnancy: Paid after 14 weeks’ gestation.</p>	Singleton \$500 Multiples \$750
<p>Surrogate Lost Wages: Unless otherwise agreed, and if legally permissible under state law (Please note: wage reimbursement, as such, is not permitted in the state of Virginia, but additional living expenses may apply), Surrogate will be reimbursed net lost wages for work missed for the screening process, embryo transfer(s), medical appointments required by the Treating Physician¹ or requested by Intended Parents, doctor ordered bed rest (written doctor’s order must be provided), court appearances requested by Intended Parents and maternity leave of four (4) weeks postpartum for vaginal delivery and six (6) weeks postpartum for delivery via C-section. Intended Parents will pay only the difference between surrogate’s net “take-home” pay less any amount paid by surrogate’s Short-Term Disability policy (if applicable). <u>Surrogate must provide two recent paystubs to confirm lost wages amount.</u></p> <p><i>The total maximum cap for all lost wages shall be no more than \$10,000 including pre-pregnancy events and postpartum maternity leave.</i></p> <p>Surrogate Net Hourly Lost Wages: \$ _____/day Typical Number of Hours Worked per Week: _____</p>	Actual Cap: \$10,000
<p>Spouse Lost Wages:</p>	Actual

¹ The Treating Physician is determined to be the Reproductive Endocrinologist (RE) for approximately six (6) – eight (8) weeks after embryo transfer at which time the RE releases the Surrogate to an OB/GYN. In certain cases, a Perinatologist or physician specializing in maternal fetal medicine may follow the pregnancy and can also be considered the “Treating Physician.”

<p>Surrogate companion will be compensated up to \$150 per day for lost wages (with a maximum number of days as follows: three (3) days for screening, two (2) days for transfer (if applicable), two (2) days for invasive procedures, one (1) day for a court appearance, and (3) three days for delivery. Surrogate companion must provide two recent paystubs to confirm lost wages amount.</p>	<p>\$150/day Cap</p>
<p>MEDICAL PROCEDURE FEES PAID TO SURROGATE FOR HER TIME, DISCOMFORT AND RISK (this does not include any medical bills)</p>	
<p>Mock Cycle²: Paid when mock cycle is completed.</p>	<p>\$500</p>
<p>Start of Injectable Medication³ for Embryo Transfer:</p> <p>Surrogate will be paid \$250 when she begins injectable medications/hormones (other than the birth control pill - BCP) in anticipation of an embryo transfer. If the embryo transfer is cancelled, through no fault of the Surrogate, Surrogate will still be paid this fee plus the remaining portion of the total dropped cycle fee (\$100).</p>	<p>\$250</p>
<p>Completed Embryo Transfer:</p> <p>Surrogate will be paid \$750 after completion of embryo transfer. Thus, the entire embryo transfer amount including \$250 for the start of injectable medications + \$750 after transfer will be \$1,000 Total for one transfer. Please note that many contracts limit the number of embryo transfers to 3, and would require an amendment to pursue more than 3 cycles.</p>	<p>+ \$750 <u>TOTAL</u> <u>\$1,000</u></p>
<p>Dropped Cycle:</p> <p>If cycle is dropped after the start of medications other than BCP due to no fault of the Surrogate, the Surrogate will be paid \$250 for start of injectable (or patches/suppositories) medications for that cycle + \$100 when the cycle is dropped for a total fee of \$350 for a dropped cycle. When a Surrogate begins injectable medications for any one cycle that cycle is considered an “initiated cycle” regardless of whether or not an embryo transfer occurs.</p>	<p>+ \$100 <u>TOTAL</u> <u>\$350</u></p>
<p>Surrogate Waiting Fee (if applicable): If the Surrogate is required to wait more than 2 calendar months for additional embryos to be created, or as the result of any other Intended Parent initiated delay, Surrogate will be paid \$800 per month (plus her monthly allowance of \$200 per month for a monthly total of \$1,000 per month) for such a delay.</p>	<p>\$800 <u>(\$1,000</u> <u>TOTAL</u> Per Month Incl. \$200 Allowance)</p>

² A mock cycle shall not be considered an “initiated cycle.”

³ If hormones other than the birth control pill (BCP) are being given by patch and/or suppository “start of injectable medications” will be considered to be when the use of such patches or suppositories begins.

<p>Ectopic Pregnancy Surgery: If surgery for an ectopic pregnancy results in the loss of an organ(s) the surrogate is paid only the amount for loss of the organ(s) as described below. Two events on the same day are considered/paid as one procedure.</p>	\$1,000
<p>Doctor Recommended C-section Fee: Surrogate will be paid \$2,500 for a C-section.</p>	\$2,500
<p>Reduction/Termination: If the Treating Physician recommends or the Intended Parents request that Surrogate undergo a selective reduction or termination procedure the Surrogate will be paid \$1,000. (Termination plus Dilation and Curettage (D & C) fee would result in a combined total payment of \$2,000).</p>	\$1,000
<p>Intrauterine Surgery: If the surgery must be performed on the fetus while in utero, the surrogate will be paid \$1,000.</p>	\$1,000
<p>Other Invasive Procedures: Per procedure cost of \$500 will be paid for: endometrial receptivity array (ERA) test (will be paid whether performed prior to or after execution of Gestational Carrier Agreement), Amniocentesis, Chorionic Villus Sampling (CVS), or Cerclage.</p>	\$500
<p>Dilation and Curettage (D & C)</p>	\$1,000
BREAST MILK (POST BIRTH)	
<p>Breast Milk If all parties agree that breast milk will be provided after delivery, the Surrogate shall be paid \$22 per day for her time and effort. Intended Parents will pay all costs for a <u>hospital grade</u> breast pump (if not provided by insurance). Intended Parents will reimburse Surrogate for two (2) nursing bras, and for all packaging and shipping costs (if applicable). Surrogate (circle one) IS WILLING / IS NOT WILLING provide breastmilk.</p>	\$22 per day
INSURANCE, LEGAL MEDICAL - PAID BY IPs ON SURROGATE'S BEHALF	
<p>Health Insurance: Surrogate believes her existing health insurance policy (circle one) COVERS / DOES NOT COVER/ NOT SURE a surrogate pregnancy. If Surrogate's insurance does not cover surrogacy, her fee may be decreased by \$5,000.</p> <p>Health Insurance Co-Pays, Deductibles and Other Medical Costs: Intended Parents will be responsible for all co-pays and deductibles for maternity care, labor & delivery, prescription drugs and <u>any other medical costs related to the pregnancy that are not covered by the Surrogate's health insurance.</u> <u>It is the Surrogate's responsibility to notify the IPs immediately of any change to health insurance.</u></p> <p>Health Insurance Premiums:</p>	Actual Costs

<p>If a health insurance policy is purchased through the Affordable Care Act (ACA), often referred to as “Obamacare”, in order to cover the surrogate pregnancy Intended Parents will pay monthly health insurance premiums for such plan and for at least three (3) months after delivery or cessation of pregnancy or longer as is reasonable if medical complications develop. In no event shall the Intended Parents be responsible for insurance premiums more than six (6) months after birth or cessation of pregnancy. If Agency has paid premiums for an ACA plan prior to match, Intended Parents shall reimburse Agency for insurance premiums paid for up to six (6) months prior to match with Surrogate.</p>	
<p>Recipient Policy: Intended Parents shall purchase an IVF Recipient Complications Policy with Organ Loss Rider for each medicated cycle (including the mock cycle). Policy should provide a death benefit of \$250,000 and Organ Loss Rider of \$5,000 for partial loss or \$10,000 for total loss.</p>	<p>Actual Cost ~\$(\$275+200)=475 per cycle</p>
<p>Surrogate Accidental Death (SAD) Policy and Loss of Reproductive Organs Rider: Intended Parents shall purchase a Surrogate Accidental Death insurance policy with a death benefit of \$50,000 to benefit the Surrogate’s family in the event of her death. SAD policy shall be put in force at 6-weeks gestation/confirmation of heartbeat, and shall remain in force until at least six (6) weeks after delivery or termination of pregnancy. Loss of Reproductive Organs Rider to the SAD Policy shall be purchased, such rider shall pay as follows:</p> <ul style="list-style-type: none"> • \$5,000 for a partial hysterectomy (defined as: The surgical removal of the Surrogate’s Uterus where the Cervix is left intact.) • \$5,000 for the loss of one ovary. • \$5,000 for the loss of one fallopian tube. • \$10,000 for Full Hysterectomy defined as: “The surgical removal of the Surrogate’s Uterus and the Cervix.” • \$10,000 for loss of both ovaries. • \$10,000 for the loss of both fallopian tubes. 	<p>Actual Costs ~(\$420+\$245)=665</p>
<p>Term Life Insurance Policy: Intended Parents will pay the premiums for a Term Life Insurance Policy with a minimum death benefit of \$350,000 to benefit the Surrogate’s family in the event of her death. Term Life Insurance policy shall be in force prior to the first embryo transfer and shall remain in force until at least six (6) weeks after delivery or termination of pregnancy. Intended Parents may choose to add an additional benefit amount of \$100,000-\$150,000 to benefit themselves in order that they may pay for another surrogacy journey in the event of the Surrogate’s death.</p> <p>Note: Full death benefit to Surrogate’s Family would be \$350,000 from the Term Life Policy plus \$50,000 from the Surrogate Accidental Death Policy for a Total of \$400,000 paid to the surrogate’s family from both policies combined.</p>	<p>Actual Costs ~\$540</p>
<p>Legal Fees: Intended Parents will pay legal fees and costs on behalf of the Surrogate for review and negotiation of the Gestational Surrogacy Agreement with the Intended Parents and their attorney. Surrogate shall have her attorney send a retainer agreement to the Intended Parents prior to starting work on her behalf (or Surrogate will provide Intended Parents with a copy of the Surrogate representation agreement she has signed), so that Intended</p>	<p>Actual Costs Typically \$1,500</p>

<p>Parents will know the Surrogate’s attorney’s fees before he/she starts to review the Gestational Surrogacy Agreement.</p>	
<p>Medical Costs: Intended Parents will pay all medical costs related to screening, fertility treatments, IVF procedures, embryo transfer(s), and fertility prescriptions which are typically not covered by either the Surrogate’s or the Intended Parents health insurance. Intended Parents will be responsible for all medical costs related to pregnancy or cessation of pregnancy that are not covered by the Surrogate’s health insurance plan. In no event will Intended Parents be responsible for ongoing medical expenses for more than six (6) months after delivery of a baby or cessation of pregnancy even if such medical expenses are a result of the pregnancy or of pregnancy’s effects upon other diseases or conditions.</p>	<p>Actual Costs</p>
<p>ESCROW ACCOUNT</p>	
<p>Escrow Account: Intended Parents will establish an escrow account with a third-party, fully insured, attorney-managed escrow agent. The escrow agent will hold funds in the amount of the sum of the Surrogate fee, plus 12 (twelve) months of expense allowances, 12 (twelve) months health insurance premiums (if applicable), the health insurance max out of pocket amount for one year, and any additional anticipated healthcare costs for Surrogate (and for International Clients, for Child), plus an additional Buffer Amount of \$15,000 for unanticipated expenses and any other amounts reasonably necessary to carry out the terms of the Surrogacy Agreement.</p> <p>Additional Escrow Amount for International Intended Parents (IP’s not living in the United States): International IPs shall place an additional “International Buffer Amount” (in addition to the buffer amount described above) of \$30,000 for a singleton pregnancy or \$80,000 for a twin pregnancy in the Escrow Account described above. <u>Clients with no U.S. health insurance for the child shall transfer only one embryo at a time, and such stipulation shall be included in the Surrogacy Agreement.</u></p>	
<p>TRAVEL AND LODGING (if applicable):</p>	
<p>Long Distance Travel Mileage (driven in Surrogate’s own car): Intended Parents will reimburse Surrogate for mileage driven in her own car for trips required by the Treating Physician or requested and approved by the Intended Parents. Long distance travel mileage applies only to round-trip travel to a location more than 100 miles roundtrip from the Surrogate’s home.</p>	<p>Current IRS rate for business travel (2018 \$0.545/mile)</p>
<p>Long Distance Travel Other: If it is determined by the Agency or Intended Parents that the Gestational Carrier must travel by train, bus, or airplane, Intended Parents will pay for such travel expenses. In addition, Intended Parents will pay for such travel for the Surrogate’s spouse for medical and psychological screening (during the same visit). Optional: Long Distance travel for a spouse or companion may be covered if desired by surrogate and approved by</p>	<p>Actual</p>

Intended Parents for first Embryo Transfer. 2nd+ embryo transfers will not include a travel companion.	
Lodging/Hotel Expenses: Intended Parents will pay for lodging expenses for surrogate for surrogacy-related trips. Lodging rates must be equal to or less than the IRS rates for the area.	Actual Costs (per IRS guidelines)
Per Diem Meal Allowance	\$11 breakfast \$12 lunch \$26 dinner per person/ per day
FEES REIMBURSED TO SURROGATE (receipt must be provided):	
Childcare: Surrogate will be compensated for childcare: (i) during long distance travel, such as the embryo transfer or other IVF or pregnancy-related medical appointments more than 100 miles round-trip from her home, or (ii) if Surrogate requires childcare when on doctor ordered restriction of activity and if the child/children would not have already been in their regular childcare arrangement (e.g. with the usual daycare center or caregiver during the workday). A written doctor's note stating that the Surrogate is unable to care for the daily needs of her children must be provided.	Day: \$15/hour Max: \$150 per 24-hour period Cap
Housekeeping: Housekeeping costs are paid by the Intended Parents if the Surrogate's activities are restricted by the treating physician, and are paid <i>for a maximum of 12 weeks at a total cap of \$900.00</i> . Physician's note detailing restriction of activities is required.	\$75/week Cap: \$900

Please note that benefits provided are not payments for a baby or a guarantee of birth, they are compensation for the discomfort, inconvenience and risk undertaken by the Gestational Surrogate and/or reimbursement of the Surrogate's household expenses.

This document is not a binding legal document. The Gestational Surrogacy Agreement (GSA) negotiated between the Intended Parents and the Surrogate (and her spouse, if applicable) and their respective attorneys shall be the binding legal document which will detail the rights and obligations of the Intended Parents and the Surrogate. Family Forward Surrogacy shall not be a party to the GSA and will not be bound by any terms therein.

This benefits package has been accepted as reasonable by the undersigned Surrogate:

Surrogate Name (printed)

Surrogate Signature

Date

If applicable:

Surrogate Spouse Name (printed)

Spouse Signature

Date

SAMPLE