

GESTATIONAL SURROGACY INTAKE

File No.:
Received:

Medication start date: _____ **Anticipated transfer date:** _____

Client (Parent-1/Husband and Parent-2/Wife) Contact Information:

Address: _____

_____ County: _____

Husband/Parent-1 Work phone: _____ Cell phone: _____

Wife/Parent-2 Work phone: _____ Cell phone: _____

Home phone: _____ Fax: _____

E-mails: _____

HUSBAND / PARENT 1

Full Name: _____ Social Security No.: _____

Birth date: _____ Birthplace: _____

No. of years in home state: _____ Race (for birth certificate): _____

Date and place of current marriage _____

Prior marriages: _____

WIFE / PARENT 2

Full Name: _____ Social Security No.: _____

Name prior to marriage: _____

Birth date: _____ Birthplace: _____

No. of years in home state: _____ Race (for birth certificate) _____

Prior marriages: _____

IVF – ET Details

(B1)

Number of cycles to be attempted: _____

(If more than one, last attempt to occur not later than _____ months after first)

Number of embryos to be transferred per cycle: _____

(E1c)

Sperm: Husband’s ___ Parent-1’s ___ Parent-2’s ___ 3d Party Donor’s ___

Eggs: Wife’s ___ Parent-1’s ___ Parent-2’s ___ 3d Party Donor’s ___

(E1b)

Fresh or Frozen Embryos? _____

GESTATIONAL SURROGATE

Full Name: _____

Phone: _____

Full Maiden Name: _____

Birth date: _____

Address: _____

Marital status: _____

Email address: _____

Does she have any Native American Indian or Native Alaskan blood or heritage (explain)?

Race (for birth certificate): _____

Prior live births: _____

Prior experience as surrogate: _____

Employer name and address: _____

Husband’s name: _____

SURROGATE’S ATTORNEY:

(L1)

Phone: _____

Address: _____

Email: _____

Fax: _____

FERTILITY DOCTOR:

(p.1)

Address:

Phone: _____

Fax: _____

Email: _____

OBSTETRICIAN:

(F2a)

Address:

(F3b)

HOSPITAL:

MEDICAL AND PSYCHOLOGICAL SCREENING

Have intended parents received medical and psychological screening? _____

Is medical screening of surrogate being conducted?

Is it completed? _____ If not, expected date of completion _____

Is psychological screening of surrogate being conducted? _____

By whom? _____

Is it completed? _____ If not, expected date of completion _____

MENTAL HEALTH PROFESSIONAL: (P1) Name: _____

Address: _____

Phone: _____

Fax: _____

Willing to provide counseling? Yes ___ No ___

Willing to serve as a mediator should the need arise? Yes ___ No ___

If not, give name and address of mediator: _____

INTENDED PARENTS’ FINANCIAL RESPONSIBILITY

For Gestational Surrogacy, Florida law permits Intended Parents to agree to pay “only the reasonable LIVING, LEGAL, MEDICAL, PSYCHOLOGICAL, and PSYCHIATRIC expenses of the gestational surrogate that are directly related to prenatal, intrapartal, and postpartal periods.” FS 742.15(4).

MEDICAL, PSYCHOLOGICAL, PSYCHIATRIC EXPENSES AND INSURANCE

Direct Medical Expenses :

Includes OB/GYN, surrogate’s hospital, child’s hospital and any physician or third party provider bills incurred in connection with fertility, pregnancy, labor, delivery and birth and the postpartal period. Intended Parents are typically responsible unless there is insurance coverage; even with insurance coverage, Intended Parents should cover copays, deductibles, and any uncovered medical expenses directly related to the surrogacy pregnancy. Typically Intended Parents are responsible for medical complications that are directly related to the surrogacy pregnancy but it is permissible to set a time limit following delivery (eg. 6 months post-birth). Medicaid should not be used to cover the surrogacy pregnancy.

Health Insurance:

(postpartal period typically extends up to six weeks after birth)

Many policies of health insurance contain a surrogacy exception to coverage and do not cover a surrogacy pregnancy. Even if your surrogate says she used her insurance in her prior surrogacy pregnancy, this doesn’t mean the policy hasn’t changed since then. You are strongly encouraged to get written confirmation from the insurance company that the surrogate’s policy covers a surrogacy pregnancy and delivery. An unexpected denial of coverage could result in significant unplanned out-of-pocket medical expenses.

Medical:

(K1)

Does the surrogate have health insurance?

Does it cover major medical/hospitalization?

Does it cover a surrogacy pregnancy?

Which of the following are the Intended Parents covering:

Deductible? Copays? Uncovered expenses?

Specify the caps (if any) for each:

Deductible \$ _____ Copay \$ _____ Uncovered \$ _____

Psychological:

Does the insurance cover psychological counseling? Psychiatric treatment?

Is there a separate deductible from medical for psychological counseling/psychiatric treatment?

Are there different copays for medical, psych counseling, psychiatric treatment?

Are there different deductibles for such items?

Which of the following are the Intended Parents covering:

Deductible? Copays? Uncovered expenses?

Specify the cap for each:

Deductible \$ _____ Copay \$ _____ Uncovered \$ _____

Is post partem depression an issue (did surrogate experience in a prior pregnancy)? ___

How long after birth of child will couple cover counseling, therapy, treatment for post partem depression? Separate cap? If so specify: \$ _____

Will IPs' health insurance cover the surrogate's pregnancy/delivery?

Term Life Insurance:

(extending up to six weeks after birth)

Amount: \$ _____ (K3)

Premium cap: \$ _____

ATTORNEYS' FEES OF SURROGATE:

It is essential that the surrogate have an attorney to represent her to review and negotiate the terms of the contract on her behalf. As attorneys for the Intended Parents, we at Jeanne T. Tate, P.A. DO NOT AND CANNOT represent the surrogate. The Intended Parents should cover her attorney's reasonable legal fee for representation. (L2)

For review/negotiation of contract: cap: \$ _____

It is strongly suggested that the contract include provisions requiring the surrogate to put in place a will or codicil that safeguards the rights of the Intended Parents with regard to their child. It is similarly strongly suggested that the surrogate execute a living will giving instructions for prolonging/supporting her life for the purpose of maintaining a viable fetus. Intended Parents may cover the surrogate's attorney's reasonable legal fee for this.

For will / codicil / living will: cap: \$ _____

LIVING EXPENSES AND DISABILITY

Living Expenses (no other fees/compensation to surrogate permitted by FL law):

Below are various categories of living expenses that may be requested by your surrogate. Payment of particular living expenses is a matter of agreement between the parties, so long as each falls within the parameters permitted by Florida law as set forth above.

Total Stipulated Basic Amount: \$ _____ (M2)

Schedule of payments: Monthly / Trimester (circle one)

First Payment (at confirmation of pregnancy): \$ _____

Chemical pregnancy (4 weeks of pregnancy) _____

Fetal heartbeat (6-7 weeks of pregnancy) _____

Monthly/Trimester payment amount: \$ _____

(Please provide on an attachment the timing and amounts of each payment.)

Balance: \$ _____ due after delivery: _____ days postpartum

Additional Living Expense Items: (M3)

Travel/lodging for IVF-ET procedure: _____¢ per mile -OR-
hotel / airfare / meals (cap: \$ _____)

Travel/lodging for prenatal dr. visits: _____¢ per mile -OR- \$ _____ monthly
-OR- hotel / airfare / meals (cap: \$ _____)

Maternity clothes: cap \$ _____ payable: _____
(week of pregnancy)

Child care: \$ _____ per: day / week (circle one)

Housekeeping, etc.: \$ _____ per week

Extra for additional child not permitted by FL law; see Disability, below.

Lost wages not permitted by FL law; see Disability, below.

Disability

The compensation to be paid to surrogates is a matter of state law and some states permit the payment of fees for services rendered, or for medical risk or inconvenience, pain and suffering, lost wages of the surrogate, or child support for the unborn child. However, Florida law permits you to agree to compensate the surrogate only for her “reasonable

OTHER ISSUES

(I-3)

Selective Reduction (multiple fetuses):

We intend that Surrogate carry no more than ____ fetuses to term in the event of a multi-fetal pregnancy (twins, triplets, etc.) and would request fetal reduction for this purpose.

Yes ____ No ____ Comments: _____

Does the surrogate agree? ____ If not, explain her position: _____

Termination of pregnancy:

(I-1)

Under what circumstances would you favor termination of the pregnancy?

- Only to preserve the health/life of the surrogate? _____
- In the case of a serious physiological abnormality of the child? _____

Comments: _____

Does the surrogate agree? ____ If not, explain her position: _____

Death or Incapacity of Intended Parents:

Your contract will include a provision with substantially the following content and you should determine whom you would select to be the guardian of the child/children:

In the event that both Intended Parents die prior to the birth of the Child, the Child shall be placed in the custody of such legal guardian as the Intended Parents shall name in their last will and testaments (subject to such court approval as may be necessary), or such guardian for the child(ren) of the Intended Parents as may be appointed by a court of competent jurisdiction. In such event, the Intended Parents agree that their estates shall assume financial responsibility for said Child, and for all obligations of the Intended Parents towards the Gestational Surrogate and her Husband as stated in this Agreement, and the named guardian shall immediately undertake such obligations.

Disclosure to Child of Surrogate's Identity

Does the surrogate permit the disclosure of her identity to the child(ren) at an age appropriate time?

Birth Plan (F3c)

You should discuss with your surrogate her wishes regarding how things should go at the hospital, at and after the birth of the child. The following items are a matter for discussion and agreement among the parties. You will want to explore with the surrogate her desires for who will be present in the delivery room for the birth of the child and her desires for contact with the child after birth (while she and baby are still in the hospital). Typically, at least one, or both, of the intended parents may wish to be present for the birth and you should explore your wishes in that regard. Ordinarily, you want to accommodate her wishes regarding visits, but notice to you regarding timing of visits is reasonable to request. Upon occasion, the parties agree that the surrogate should breast feed the baby to promote immunity development; other times, the surrogate or the parties do not want her to breast feed.

Will the IPs be present in the delivery room for the birth?

Does surrogate desire to see and hold the child immediately after birth?

Does surrogate desire to be moved to her room as soon after the birth as is medically permitted or does she desire additional time with the child?

Does surrogate desire to have visits with the child in her hospital room or in the nursery? (explain)

Shall reasonable notice to the IPs be required regarding the timing of the visits?

Will her family members be allowed to visit the child?

Will the surrogate breast feed the child?

Will the surrogate pump and provide breast milk to be given to the child?

Address for Notices to Intended Parents under the contract, if different from above addresses (physical or PO Box and email address):

Escrow Agent:

Questions or comments:

The information provided herein is an informational summary provided solely for the purpose of acquiring information from prospective clients in connection with their intended gestational surrogacy arrangement with a surrogate, and should not be interpreted or relied upon as legal advice. In order to provide you legal advice, we must be retained and must be apprised of all pertinent facts and circumstances in the individual case so that a proper assessment of the facts and applicable law can be made. Once you provide us your completed Intake form and retainer, we will evaluate the information you have provided and determine whether to accept or decline representation.

PHYSICIAN'S STATEMENT

(Please have your fertility physician provide the following statement on letterhead. The physician's statement may select among the following conditions specified in the applicable Florida statute but must include at least one of the conditions.)

_____ is my patient and I have determined, within a reasonable degree of medical certainty, that she cannot physically gestate a pregnancy to term, or the gestation will cause a risk to her physical health, or the gestation will cause a risk to the health of the fetus.