



## **Agency Services for Gestational or Traditional Surrogacy**

In exchange for the consideration provided by Intended Parent(s) the Agency agrees to provide the following services:

Agency shall match Intended Parents with a criminally pre-screened Surrogate from our database or locate one according to your individualized search criteria.

Upon agreement to match, Agency shall coordinate and arrange for Intended Parent(s) and Surrogate to be psychologically screened by a licensed mental health professional.

Agency shall coordinate and arrange for selected Surrogate to be counseled regarding the IVF/IUI process and risks at the IVF/IUI clinic selected by Intended Parent(s).

Agency will obtain a copy of Surrogate's health insurance policy and will make a copy available to Intended Parent(s) for their inspection.

Once matched, Agency shall coordinate and arrange for selected Surrogate to be medically screened at the IVF/IUI clinic selected by Intended Parent(s), at Intended Parent(s)' expense.

Upon completion of medical screening, Agency shall facilitate the contractual agreements between the Intended Parent(s) and the Surrogate.

Agency shall provide Intended Parent(s) with a match sheet listing the standard agency contract terms and financial compensation to the Surrogate. Intended Parent(s) shall sign the match sheet and return to Agency.

If Intended Parents choose the Legal Included program, Agency will oversee the drafting and review of the Surrogacy Agreement by their in-house attorneys, and refer parents to outside attorney for court filings. Included in program are costs for drafting, and review with both Intended Parent(s) and Surrogate, with standard terms and figures.

If Intended Parents have not chosen Legal Included, Agency shall refer Intended Parent(s) to outside attorney to draft and review Surrogacy Agreement, and handle court filings. Outside Attorney costs will vary and will be paid directly to attorney by Intended Parent(s). No legal costs are Included in Agency Fee.

Agency will ensure that the selected Surrogate has access to an independent attorney to counsel and advise her prior to signing the Surrogate Agreement so that Surrogate has "informed consent".

Agency shall oversee all necessary legal filings and procedures (such as pre-birth orders and step parent adoptions) to establish parental rights for Intended Parents.

Agency shall coordinate travel for Surrogate and arrange for the transfer into the Surrogate of a fertilized embryo or for the IUI through a licensed IVF or IUI physician.

Agency shall work with the Surrogate and couple to make sure all doctor's costs are correctly provided for, and all doctor's instructions are followed.

Agency shall manage the surrogacy process by providing the following services:

- Respond to messages or emails from Intended Parent(s) or Surrogate within 72 business hours or less throughout the process, unless extenuating circumstances exist,
- Agency will guide and support both Intended Parent(s) and Surrogate through the entire surrogacy arrangement and will provide ongoing personal care, aid, encouragement, support and attention. Agency will be available by both phone and email to answer the Intended Parent's questions about the surrogacy arrangement.
- Agency shall oversee the payment by Intended Parent(s) of all expenses incurred by the Surrogate related to the Surrogacy Agreement,
- Agency shall provide Surrogate with support from a licensed mental health professional, if necessary.
- Arbitrate in the event of any disagreements.
- Arrange for Surrogate to attend support group meetings or counseling or participation in an internet surrogacy support listserv.

Agency shall collect, manage and account for the monies payable to the Surrogate under the Surrogacy Agreement.

Agency shall report to Intended Parent(s) monthly regarding escrow funds according to the terms of the Fund Management Agreement.

Upon the birth of the Child, Agency shall provide the following services:

- Agency shall arrange for all DNA paternity and maternity testing to be done pursuant to the provisions of the Surrogate Agreement, if requested by Intended Parent(s)
- Agency shall oversee execution of legal paperwork and delivery of such to anticipated hospital or birth center
- Agency shall coordinate with hospital social worker to ensure smooth process in birth certificate at hospital
- Agency shall attempt to arrange, if possible at delivery hospital, a separate room for Intended Parent(s) to room with their child(ren).
- Agency shall coordinate post-delivery legal process, if any.
- Agency shall coordinate and pay Surrogate's hospital bills from escrow account