

PREPLANNED ADOPTION INTAKE

File No.:
Received:

Artificial Insemination _____ **IVF-ET** _____ **Both** _____

Total Number of cycles: _____

Maximum time (# of months) during which cycles will be attempted: _____

Anticipated date of commencement of medication protocols: _____

Anticipated date of first ART procedure: _____

Client (Husband and Wife) Information

Address:

County:

Home phone:

Work phone (Husband):

Work phone (Wife):

Fax:

e-mail:

Husband

Full Name: _____ Social Security No.: _____

Birth date: _____ Birthplace: _____

No. of years in state: _____ Date and place of marriage: _____

Q _____

Prior marriages: _____

Sperm: Husband's ___ Donor's ___

Wife

Full Name: _____ Social Security No.: _____

Maiden name: _____

Birth date: _____ Birthplace: _____

No. of years in state: _____ Prior marriages: _____

Eggs: Surrogate's ___ 3d Party Donor's ___

Surrogate (Volunteer Mother)

Full Name: _____ Phone: _____

Full Maiden Name: _____

Address: _____ Email address for contract: _____

Birth date: _____

Marital status: _____

Husband's name: _____

Prior live births: _____

Private insurance or Medicaid: _____

Surrogate's Attorney _____ Phone: _____

Address: _____

Fax: _____

Fertility Doctor _____

Phone: _____

Address: _____

Fax: _____

Obstetrician _____

Address: _____

Phone: _____

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: 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: _____

Mediation in the surrogacy setting is typically far preferable to litigation, as the parties should try to maintain rapport with each other. It is best to select a mediator before an issue arises. Sometimes those who provide psych screening and counseling also are willing to serve as mediators.

INTENDED PARENTS' FINANCIAL RESPONSIBILITY

For Preplanned Adoption, Florida law permits Intended Parents to pay “all reasonable LEGAL, MEDICAL, PSYCHOLOGICAL, or PSYCHIATRIC expenses of the volunteer mother related to the preplanned adoption arrangement and may agree to pay the reasonable living expenses and wages lost due to the pregnancy and birth of the volunteer mother and reasonable compensation for inconvenience, discomfort, and medical risk.” FS 63.213(2)(f).

MEDICAL, PSYCHOLOGICAL, PSYCHIATRIC EXPENSES AND INSURANCE

Direct expenses:

Intended Parents are responsible for all medical expenses of the surrogate directly related to the pregnancy and complications of pregnancy, including 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.

Health Insurance

It is very unusual to have a policy of health insurance that covers a surrogacy pregnancy. Even if you have a repeat surrogate who may have used it in her prior surrogacy pregnancy 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 would result in out-of-pocket medical expenses that you didn’t plan for.

You are responsible for her pregnancy-related medicals, typically through 6 weeks following birth. It is also typical that you are responsible for medical complications that are directly related to the surrogacy pregnancy, however this can be limited to 6 months post-birth or other timeframe. Please indicate:

Does the surrogate have health insurance?

Does it cover a surrogacy pregnancy?

Which of the following are the Intended Parents covering:

Deductible? Copays? Uncovered expenses?

Specify the cap for each:

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

Does it 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/birth?

Term Life Insurance:

(extending up to six weeks after birth)

Amount: \$ _____

Premium cap: \$ _____

A minimum of \$250,000 of term life insurance is suggested.

ATTORNEYS' FEES OF SURROGATE

The surrogate is strongly encouraged to have an attorney to represent her to review and negotiate the terms of the contract on her behalf, and to review and advise her with respect to the preplanned adoption and the documents she will sign in connection therewith. **As attorneys for the Intended Parents, we at Jeanne T. Tate, P.A. cannot and do not represent the surrogate.**

IP's contribution to Surrogate's attorney's fee for representation:

cap: \$ _____

It is 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.

For will/codicil/living will:

cap: \$ _____

LIVING EXPENSES

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

Below are various categories of living expenses you may wish to consider. 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 Amount: \$ _____

Schedule of payments: Monthly / Trimester (circle one)

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

Monthly/Trimester payment amount: \$ _____

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

Does surrogate expect to receive an additional amount for a multiples pregnancy? If so, how much? \$ _____

Does surrogate expect to receive an additional amount for undergoing a C-section for the birth of the child(ren)? If so, how much? \$ _____

Travel / lodging for procedure / medical care: \$ _____ monthly or ____¢ per mile

Lost wages: \$ _____/week
(in event of physician-required bedrest)

Child care: \$ _____/week
(in event of physician-required bedrest)

Housekeeping, etc.: \$ _____/week
(in event of physician-required bedrest)

Maternity clothes: \$ _____ Or: ____ As needed

Medical Risk Associated with multiple pregnancies: \$ _____ (twins)
\$ _____ (triplets)

Extra for additional child not permitted by FL law: \$ _____

Pregnancy-related Events:

Caesarian Section (extended recuperative period) \$ _____

Pregnancy Reduction Procedure (recuperative period) \$ _____

Other:

Reduction in Living Expenses for Unexpected Event (M5)

During the first two trimesters, if an ectopic pregnancy or a miscarriage occurs, would you want a reduction in the living expense amount owed to the surrogate?

____ No

____ Yes, as follows (state the reduced amount to be paid): _____

OTHER ISSUES

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

Under what circumstances would you favor termination of the pregnancy?

- Only to preserve the health of the surrogate and remaining fetuses?
- In the case of a serious physiological abnormality?

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 as stated in this Agreement.

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 at Hospital (F3c)

You will want to explore with the surrogate whether she wants you to be present in the delivery room for the birth of the child, and how much contact with the newborn she wants to have while in the delivery room. Also explore her desires regarding contact with the child after birth (while she and baby are still in the hospital). Ordinarily, you want to accommodate her wishes, 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. Please provide the parties wishes:

Will Intended Parents be present in delivery room at birth?

Does surrogate desire time with the baby immediately following birth?
If so, how much time will she have?

Does the surrogate desire to be removed from the birthing room soon after the birth?

Does the surrogate desire time with the baby while she and baby are still in hospital?
If so, give details of how much time, when, and under what circumstances.

Will surrogate breast-feed?

Other:

Address for Notices to Intended Parents under the contract, if different from above address:

Questions or comments: