

REPRODUCTIVE MEDICINE AND INFERTILITY ASSOCIATES

**Woodbury Medical Arts Building
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Woodbury, MN 55125
(651) 222-6050**

**FERTILITY COST WARRANTY PROGRAM
LOW SPERM COUNT AMENDMENT**

We, the undersigned clients, desire to participate in the Fertility Cost Warranty Program (FCWP) as modified by this Amendment. For the purposes of this Amendment, all references to the FCWP refer to and shall include Reproductive Medicine and Infertility Associates (RMIA's)

- a) Fertility Cost Warranty Program
- b) Fertility Cost Warranty Program – Donor Oocyte.

I. PURPOSE

The purpose of this Amendment is to allow certain applicants a chance to participate in the FCWP even though the male Client has less than 500,000 motile sperm in his semen, a condition which would otherwise disqualify them from participation in the program. This Amendment does not expand nor limit the terms and conditions of the FCWP as represented in the other FCWP documents executed herewith.

II. SCOPE OF AMENDMENT

RMIA has determined that the number of motile sperm per ejaculate to be:

The male Client has been determined to be in the "Low Sperm" category (Y/N)

Five available options exist for those male Clients who wish to participate in the FCWP despite having less than 500,000 motile sperm in the semen sample.

- 1.) Vasectomy Reversal
- 2.) Frozen Sample Backup
- 3.) Testicular Sperm Extraction (TESE)
- 4.) Use of Donor Sperm
- 5.) Surgical Sperm Extraction



- 1) Vasectomy Reversal- Reconnection of the vas deferens to allow sperm into the ejaculate.
- 2) Frozen Client Sample- use of the male Client's previously obtained, cryopreserved sperm to fertilize the mature eggs of the female Client.
- 3) Donor Sperm Backup- Agreement to utilize donor sperm as a substitute if the male Client is unable to provide enough sperm to fertilize the mature eggs of the female Client. The following terms and conditions governing the use of donor sperm in the FCWP are hereby agreed to between Clients and RMIA:

A. Insemination

- i. RMIA will use the male Client's sperm to inseminate as many of the mature eggs as possible. (Mature eggs will be inseminated with donor sperm if and only if the sperm from the male Client proves insufficient. All remaining mature eggs would be inseminated with donor sperm.)

B. Fresh Pre-embryo Transfer-

- i. Priority/Preference for Highest Quality Pre-Embryos- Pre-embryos resulting from insemination with the male Client's sperm will be transferred preferentially. However, if pre-Embryos resulting from donor insemination are of better quality, then these will be transferred preferentially, in an attempt to increase the likelihood of pregnancy
- ii. Allocation of Donor Sperm Pre-Embryos- If the male Client's sperm fertilizes a lesser number of pre-embryos than provided for by RMIA's Transfer Guidelines, those pre-embryos resulting from the use of donor sperm will also be utilized

C. Frozen Pre-embryo Transfer

- i. As with fresh pre-embryos, the first priority is to transfer as many pre-embryos as possible, up to the number determined by RMIA's Transfer Guidelines that were fertilized with the male Client's sperm.

Any frozen pre-embryos, whether resulting from insemination with the male Client or donor sperm, will be transferred before another cycle of stimulation is undertaken.

- 4) TESE (Testicular Sperm Extraction)-a procedure whereby tissue containing sperm is obtained via epididymal incision
- 5) Scheduled Surgical Sperm Extraction- This option may include TESE, epididymal sperm extraction, or other surgical procedures provided by a recommended urologist

III. SELECTION OF AVAILABLE OPTIONS

Based on the options presented in Section II of this Amendment, the Clients wish to proceed with participation in the FCWP using the option indicated by their initials below.

	<u>INITIALS</u>
(a) Vasectomy Reversal	_____ / _____
(b) Frozen Client Sample	_____ / _____
(c) Donor Sperm Backup	_____ / _____
(d) TESE	_____ / _____
(e) Surgical Sperm Extraction	_____ / _____

If Clients choose an option other than donor sperm, and there is a failure to obtain enough quality sperm to inseminate the eggs retrieved from the female Client, the Clients must use donor sperm in all subsequent IVF cycle(s) otherwise participation in the FCWP shall be terminated.

IV. DISPOSITION OF EXCESS OOCYTES (EGGS)

In the event the sperm of the male Client proves insufficient and the donor sperm option has not been selected, all of the female client’s eggs which have not been inseminated will be discarded.

V. COST

The cost of participation in the appropriate FCWP as modified by this Amendment is based on Appendix A: Sperm Amendment Male Order Form.

VI. DONOR SPERM INFORMED CONSENT

If the Clients utilize donor sperm to fertilize the female client’s eggs, they understand that they will be required to execute an Informed Consent for the Use of Donor Sperm provided by the selected sperm bank. RMIA does not maintain a donor sperm bank; therefore, all cost associated with the procurement of donor sperm shall be between Clients and the sperm bank in question. All benefits and limitations of liability given to the sperm bank by execution of the sperm bank's Informed Consent shall apply to RMIA to the same extent the benefits and limitations of liability apply to the sperm bank. The Clients agree to bring no cause of action against RMIA connected to, or arising out of, our use of donor sperm.



VII. ENTIRE AGREEMENT

The Clients acknowledge that at the time of signing this Amendment they have simultaneously executed the following documents:

- (a) Appropriate FCWP Informed Consent and Authorization,
- (b) Agreement and Authorization for the Disposition of Cryopreserved Pre-embryos,
- (c) Transition Account Agreement.

In addition, the Clients recognize that they have been provided with the following documents:

- (a) Current Guidelines for the Practice and Procedures Regarding the Transfer of Fresh and Frozen Pre-embryos
- (b) ICSI literature

This Amendment is not intended to modify any of the above-referenced Agreements or informational documents other than as specifically set forth in this Amendment. To the extent that the above-referenced documents do not conflict with the terms of this Amendment, they remain valid and binding on all parties thereto. To the extent that this Amendment contradicts or modifies the above-referenced documents, this Amendment shall supersede all other Agreements.

We acknowledge by our signatures that we have read the foregoing, and have had all questions answered to our complete satisfaction

	7642-
Printed Name of Male Client	ID #

Signature of Male Client	Date

	7642-
Printed Name of Female Client	ID #

Signature of Female Client	Date

Address

Witness	Date