

MID-IOWA FERTILITY, P.C.

COST SHARING PLUS PROGRAM AGREEMENT

We, _____ and _____,
Patients, desire to engage the services of MID-IOWA FERTILITY, P.C. (hereafter referred to as "MIF"), to perform In-Vitro Fertilization (hereafter referred to as "IVF") under the terms of the "Cost Sharing Plus Program" (hereafter referred to as "CSPP") offered herein.

I. DEFINITIONS

Active cycle: In a stimulated cycle, an active cycle begins at the time of ovarian suppression and ends thirty (30) days following the transfer, unless a positive pregnancy test result has been achieved. In a frozen cycle, an active cycle begins when the drug regimen is initiated and ends thirty (30) days after the transfer, unless a positive pregnancy test result has been achieved.

Assisted Hatching: A procedure by which an opening is created in the outer covering of the embryo to help the embryo emerge from the covering and implant in the uterus.

Canceled cycle: A stimulated cycle in which (1) retrieval occurs but no embryos are available for transfer, or (2) ovarian stimulation is inadequate to pursue retrieval.

Cycle: An IVF attempt that begins at the time of ovarian suppression and concludes thirty (30) days following the embryo transfer.

Frozen cycle: An IVF cycle that includes only an embryo transfer, using embryo(s) retrieved and frozen during a previous stimulated cycle

ICSI: (Intracytoplasmic Sperm Injection) A laboratory technique used to treat male factor infertility in which a single sperm is directly injected into the egg to promote fertilization.

Prescreening fee: The non-refundable fee paid at the time of signing of the CSPP agreement, which covers the cost of screening tests required to proceed in-to the program. The tests covered by this fee are listed in Exhibit C.

Stimulated cycles: An IVF cycle that includes ovarian stimulation, oocyte (egg) retrieval, and embryo transfer.

Successful pregnancy: Positive fetal cardiac motion at eight (8) weeks gestation, detected and confirmed by ultrasound.

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Unsuccessful cycle: A cycle that does not result in a pregnancy. A cycle is determined to be unsuccessful through quantitative (hCG) pregnancy test(s) or ultrasound, or a combination thereof.

Withhold amount: The amount retained by MIF following any unsuccessful cycle.

II. PURPOSE

The purpose of the CSPP is to offer patients who meet defined criteria (see Exhibit A) the opportunity to receive up to three (3) stimulated IVF cycles during a one-year period. These cycles will be provided for a fixed fee, as defined in Exhibit B. If, after three stimulated cycles a pregnancy has not been achieved, a refund of the amount paid, less the prescreening fee and the withhold amount for the cycle(s) attempted, will be issued. The program enables patients to either achieve a pregnancy or be able to specifically define the expenses involved in their treatment. The CSPP is strictly a financing option and does not provide a guarantee or warranty (expressed or implied) that a pregnancy will occur.

III. PATIENT RESPONSIBILITY

Patients who enroll in the CSPP are required to:

- A. Certify that they meet the eligibility standards, as outlined in Exhibit A. If MIF discovers that significant false information has been knowingly provided by the patients in order to enroll in the program, MIF shall (1) terminate the agreement, (2) charge the patients a \$1,000.00 agreement administration fee, and (3) charge the patients for services received at the full retail price in effect at the time the services were provided.
- B. Sign all Informed Consent and Authorization forms, as appropriate.
- C. Acknowledge the risks involved in IVF treatment, specifically that of multiple gestation.
- D. Comply with treatment plans defined by the physician and/or staff of MIF. Failure to comply with treatment plans or failure to receive treatment in a timely fashion may result in termination of the agreement in accordance with the protocol defined in Section VI.A.
- E. Waive all benefits otherwise available and/or payable by their insurance company(ies). MIF will not submit insurance claims for services provided through CSPP, nor will it provide information to the patients to facilitate filing of insurance claims.

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IV. SERVICES INCLUDED IN THE PROGRAM

All services included as part of the prescreening fee and program fee are defined in Exhibit C. Other services specifically excluded from the program are also found in Exhibit C.

If a stimulated cycle is canceled by MIF for a medical reason or for another reason beyond the control of the patients, the canceled cycle will not count as one of the three stimulated cycles associated with the program. In addition, any frozen cycles performed during the term of the program do not count as one of the three stimulated cycles.

V. PAYMENT SCHEDULE

To enroll in the CSPP, patients must pay the Prescreening Fee (as defined in Exhibit B) at the time of the signing of the CSPP agreement. This fee is non-refundable. If, at any point in the screening process a patient is excluded from the program for medical reasons, no refund will be issued but unused portions of the prescreening fee can be applied toward the cost of other non-CSPP services provided by MIF.

On or before day 21 of the first stimulated IVF cycle, full payment of the CSPP fee must be made. The amount due is defined in Exhibit B.

The patients' CSPP fee will be placed in an escrow account and funds will not be withdrawn until one of the following events occurs: (1) a successful pregnancy is achieved, or (2) a stimulated cycle has been completed, without a successful pregnancy, at which time the withhold amount for the cycle attempted will be withdrawn, or (3) termination of the agreement, as defined in Section VI. Any appropriate refund will be issued within thirty (30) days of the event necessitating the refund.

In the case of a successful pregnancy, funds will be held in the escrow account until the fetal gestational age reaches twelve (12) weeks. At that time, the funds will be transferred out of the escrow account, all funds will become non-refundable, and the agreement will be terminated. If a successful pregnancy is achieved, but the fetus becomes non-viable prior to twelve (12) weeks gestation, the cycle will be considered unsuccessful. If additional stimulated cycles are available, the patients may continue in the program, although the unsuccessful cycle will be subject to the special withhold amount defined in Exhibit B.

MIF requires that full payment be made at the defined times. However, MIF will work with patients in whatever manner possible to obtain financing from outside sources. The extent to which MIF will assist patients with financing remains under the sole discretion of MIF and its representatives.

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VI. TERM AND TERMINATION

The term of this agreement is one (1) year from the date of the signing of this agreement. The term can be extended with the approval of the Medical Director of MIF. Circumstances that could lead to a term extension include, but are not limited to: scheduling conflicts precluding treatment at certain times; medical complications, personal issues, etc. Term extensions are under sole discretion of MIF.

A. Termination by the patients

Patients may terminate this agreement for any reason during the term of this agreement, unless an active cycle is in process. If an active cycle is not in process and the patients choose to terminate the agreement, the patients will be billed for all services received at the standard retail price in effect at the time the services were provided. Patients will receive a refund of any remaining balance (not including the prescreening fee) within thirty (30) days of written notification of the intent to terminate the agreement. The pharmacy will be contacted to determine the totals cost for medications paid by Mid-Iowa Fertility, this total will be deducted from refund amount.

B. Termination by MIF

On occasion, it will be determined by MIF that continuation in the program is not in the best interest of the patients. Events that might cause MIF to terminate the agreement are:

- Poor ovarian response
- Poor oocyte quality
- Patients no longer accepting of risk of multiple pregnancy
- Medical complications
- IVF becomes an inappropriate treatment option

If the CSPP is terminated by MIF, the patient will receive a full refund of their program fee, less the prescreening fee, the withhold amount for the cycle(s) attempted, and any unpaid fees for services provided to the patients which are not included in the program. The refund will be issued with thirty (30) days of the written notice of termination by MIF.

VII. OTHER CONSIDERATIONS

A. Prenatal and delivery fees and expenses are not covered by this program.

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- B. MIF reserves the right to limit the number of patients enrolled in the CSPP program at any given time. Patients will be admitted to the program on a first come, first served basis.
- C. MIF reserves the right to terminate or amend the program at any time, provided this action does not adversely affect the medical condition of program participants.
- D. If the patients choose to terminate a successful pregnancy for non-medical reasons, MIF shall (1) terminate the agreement, (2) charge the patients a \$1,000.00 agreement administration fee, and (3) charge the patients for services received at the full retail price in effect at the time the services were provided.

VIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in regard to its subject matter. This agreement and its attached exhibits supersede any other communication (written, verbal, or electronic) from MIF and/or its employees.

IX. MODIFICATION TO THE AGREEMENT

Any modification to this agreement must be included as an integral part of the agreement through an exhibit, executed by both parties.

We acknowledge that we understand and agree to the terms of this agreement and the attached exhibits and have had all of our questions answered to our satisfaction. The date indicated below will serve as the effective date of this agreement.

Dated this _____ day of _____, 20_____.

PATIENT

PATIENT

MID-IOWA FERTILITY, P.C.

Exhibits

- Exhibit A—Criteria for Program Participation
- Exhibit B—Program Fees and Refund Protocols
- Exhibit C—Services Included/Excluded from the Program