

Reproductive Care Associates

Consent for Intrauterine Insemination

I _____ (print husband's name) and _____ (print wife's name) request the services of Reproductive Care Associates (RCA) for a type of artificial insemination called intrauterine insemination (IUI). IUI may enhance our probability of becoming pregnant according to the medical advice provided by RCA staff.

Background: The technique of IUI involves several steps. We must determine the day of ovulation (release of the egg from the ovary). The husband produces a semen specimen on the day of insemination. The RCA laboratory staff prepares the semen for insemination by washing the sperm cells free of the seminal fluid. Seminal fluid contains hormones that can cause severe uterine cramps and an allergic type reaction when inserted into the uterine cavity. To prevent these complications, the laboratory staff separates the sperm cells from the seminal plasma fluid and suspends them in a small amount of culture media. One of the medical providers (nurse or physician) inserts the media containing sperm into the uterine cavity (IUI) or into the cervical canal using a small, soft plastic catheter.

A key factor determining the success of IUI relates to the timing of the procedure. The more closely the insemination occurs relative to the time of ovulation, the more likely that pregnancy will result. You must choose from several methods of monitoring to determine the timing of the insemination after consultation with your medical provider.

Risks and Complications: RCA cannot guarantee establishment of pregnancy or that a pregnancy will successfully deliver a viable normal baby. The risk of a birth defect is about 3-5%. Occasionally, insemination procedures result in infection of the pelvic organs (pelvic inflammatory disease - PID) or ectopic pregnancies (pregnancies in the tubes, ovaries or cervix). If ovulation enhancing drugs like clomiphene citrate have been used the expected twin pregnancy rate is approximately 10% and the expected triplet pregnancy rate is less than 1%. If FSH injections have been given then the expected twin pregnancy rate is 20-30%, the expected triplet pregnancy rate is less than 5% and the expected quadruplet pregnancy rate is less than 1%.

The source of the sperm for the IUI procedure will be:

_____ Husband (circle): Frozen Fresh

If frozen sample is being used, number of vials that we desire be thawed for each insemination: _____

We understand that insurance coverage for IUI may not be available and that we are personally responsible for the expense of these treatments including clinic, laboratory, medication charges and professional fees. We hereby authorize RCA to release such information from our medical records as may be necessary for the settlement of all claims for payment of these charges.

If we are using frozen sperm obtained from the husband, we agree that RCA shall be liable for loss, injury or damage to our sperm only if such loss, injury or damage is directly caused by RCA's gross negligence in the performance of its duties. Furthermore, we agree that if RCA's gross negligence results in loss, injury or damage, RCA will only be liable for payment of Liquidated Damages as defined below. RCA will not be liable for punitive damages or consequential damages of any type, including but not limited to damages for mental, emotional, financial, consortial, parental, societal injury and the like. We agree with RCA that it would be impracticable and extremely difficult to fix actual damages for the loss, injury or damage of our sperm. In the event of loss, injury or damage to our sperm caused by RCA's gross negligence, liquidated damages shall be in the amount of one hundred dollars (\$100) for each semen sample; provided that RCA's total liability for loss, injury or damage to Patients' semen samples shall not exceed Five Hundred Dollars (\$500) for all such semen samples.

If either one or both of us shall make the RCA (or any of its directors, officers, employees, or agents) or assigns a party to any arbitration or litigation between the RCA and us, as to the rights of either or both of us, we shall be liable for the reasonable attorney's fees and other costs of the RCA including loss of time incurred by the RCA personnel in such litigation, unless the RCA is found therein to have: (i) breached this agreement, (ii) acted arbitrarily and capriciously so as to justify being made a party to the legal proceedings, or (iii) committed a legal wrong against the Husband and/or Wife.

As a condition of participation in this program, patients voluntarily and unconditionally agree that any disputes between the patients and RCA concerning this agreement or any other aspects of patients' care at RCA, will be decided only through arbitration by the American Arbitration Association. Patients further agree that any arbitration proceeding will be conducted in Salt Lake City, Utah, the location of RCA's corporate offices. Patients further agree that any arbitration proceeding will be conducted in accordance with the laws of the Utah, including, but not limited to standard of care issues, causation issues, damage issues, qualification of experts and rules of evidence. We agree that any medical witness utilized will have similar expert qualifications to those of the physicians at RCA and will agree to adhere to the expert witness code of conduct outlined by the American College of Obstetricians and Gynecologists. Patients further agree that either RCA or patients can enforce this arbitration agreement and that the decision of the Arbitrator(s) is binding and final and may be enforced in any Court of competent jurisdiction.

We understand the risks and benefits of the IUI procedure as described in this consent and from consultation with our medical provider. This consent will remain in effect for 2 years from the date of signing or for up to 12 IUI cycles. We agree to notify the RCA of any pregnancies that are achieved. We have read the above material and hereby consent to the provisions therein.

_____ Wife's Signature	_____ Wife's Name Printed	_____ Date/Time
_____ Husband's Signature	_____ Husband's Name Printed	_____ Date/Time