



**IVF Refund Program**  
**A Woman's Center for Reproductive Medicine**  
**Insurance Against Failure**

INTRODUCTION

The diagnosis of infertility is devastating. When coupled with the fact that most major medical insurance providers fail to recognize infertility as a disease, the trauma becomes even more visceral as patients realize the out of pocket costs required to access treatment. Increasing numbers of requests from patients and referring physicians have led to the development of an IVF Refund Program by A Woman's Center for Reproductive Medicine.

The "infertility diagnosis" usually comes at a time when most couples have limited resources that can be directed toward uncovered medical expenses. While IVF has become increasingly more successful over the years, reality dictates that couples should be aware that more than one cycle is often necessary to maximize their chances for a baby. Patients capable of committing to and participating in more than one cycle of IVF have significantly better chances of achieving pregnancy when compared to those financially limited to a single cycle.

Patients frequently ask about some sort of "break" in the financial burden assumed by participating in a second IVF cycle if pregnancy failed to occur in the first one. Often today, we have patient inquiries about the existence of an IVF Refund Program policy when first accessing telephone information about our program.

The concept of an "IVF Refund Program" has been in place at selected centers for over ten years as an option for those patients **without insurance coverage**. As more couples choose to participate in IVF as their means of achieving parenthood, more and more clinics are offering some variant of a promise to refund a sizeable portion of funds expended if pregnancy is not achieved in an agreed upon number of cycles. It should be emphasized that this is not a guarantee of pregnancy, but rather a financial hedge against the failure of IVF in a very well defined and qualified patient population.

IVF Refund Program allows couples to attempt pregnancy knowing that failure does not necessarily deplete their finances and eliminate other options for family building such as adoption. It is not guaranteeing a pregnancy, but giving some financial security against the possibility of failure in multiple cycles where no insurance coverage exists. The IVF Refund Program should provide peace of mind during one of the most mentally taxing medical procedures that a married couple can experience together.

## THE CONCEPT

The program limits the amount of money couples put “at risk” in attempting pregnancy. It places the cost of a pregnancy at a higher rate should pregnancy be achieved in the first attempt. In short, qualified couples pay the approximate cost of two cycles in advance for which they may complete three cycles if needed in order to achieve pregnancy. In addition, the price includes all frozen cycles. Should pregnancy fail to be established after three cycles in a pre-qualified couple, a refund will be issued for a substantial amount of the original fee that was paid.

It makes economic sense for the participating clinic, therefore, to offer an IVF Refund Program only to those patients with a better than average prognosis in order to stay fiscally sound.

## REQUIREMENTS TO PARTICIPATE

1. Female partner must be less than 38 years of age to initiate the program and must complete the program before reaching age 39. In no case shall the time from initiation to completion exceed 12 months.
2. Female must complete and pass a test of ovarian reserve.
3. Female partner must have had no previous failed IVF cycle.
4. Female partner must have had no greater than one “cycle start”.  
(A cycle start is the initiation of fertility drugs for the purpose of doing an IVF cycle that was either cancelled or converted to an insemination cycle.)
5. Couple completes a full medical screen and are considered appropriate candidates for IVF as judged by the Medical Director/Practice Director.
6. All past medical records support participation.
7. Sperm Chromatin Structural Assay (SCSA) in male is completed and is satisfactory
8. Female BMI is < 30
9. Absolutely **no smoking** or use of tobacco products within 90 days of stimulation start in either male or female.

Discovery of failure to comply or be truthful in the medical history will result in immediate disqualification from participation in the IVF Refund Program.

## HOW DOES THE PROGRAM WORK?

First and most important, it is mandatory that patients understand that a couple conceiving on the first cycle pays more if participating in this IVF Refund Program than if paying the standard fee for service. That same couple ends up “breaking even” if they require a second cycle to conceive. Should the couple need a third cycle to conceive, they will have saved money when compared to the traditional fee for service method of payment. If conception fails to occur after three cycles, they get an agreed upon refund minus noted deductibles. Once again, this is an attempt to put less money at risk with the goal of having a baby or getting a refund **where NO insurance coverage exists.** Should couples file with their insurance carriers independently without our knowledge, the agreement will have been violated. CRM will supply complete medical records and charges to third party payers upon request. In such circumstances, patients would be immediately removed from the IVF Refund Program and would forfeit their right to any refund as the contract will have been breached.

## AMERICAN SOCIETY FOR REPRODUCTIVE MEDICINE POSITION

The American Society for Reproductive Medicine held a special inquiry into the concept of an IVF Refund Program for IVF. They reviewed existing programs and analyzed the concept of the IVF Refund Program in an environment where no insurance coverage existed. It was their opinion that IVF Refund Programs could be implemented and operated in a totally ethical manner. They concluded it would be of great psychological and/or financial advantage to patients that qualify and choose to participate. They stated it should not be considered a “guarantee” of a baby, but rather a financial safeguard against failure.

The ASRM concluded, “Shared Risk Programs” may be viewed as a form of insurance against the risk of failure that might appeal to some couples seeking IVF. The appeal arises from the general absence of health insurance coverage for IVF.”

## THE AGREEMENT

The total contractual fee proposed is \$19,000 for females less than 35 years of age and \$21,000 for females 35 to 37 years of age. This fee entitles couples to up to three “fresh” IVF cycles in an attempt to have a baby plus any frozen cycles. A portion of this fee is a non-refundable deductible based on the age of the female.

What is included in the fee?

1. Surgeon fees for egg retrieval and embryo transfer
2. Ovulation monitoring including ultrasounds and hormone evaluations
3. IVF lab fees including semen processing, oocyte identification, oocyte insemination (routine), assisted hatching, embryo freezing, and frozen embryo storage fees while in active treatment or until pregnancy is achieved.
4. Frozen cycle fees including surgeon and lab fees for thaw, culture, and transfer.
5. Documentation and verification of pregnancy including ultrasound verification of fetal heart beat(s).

Costs not included in the IVF Refund Program refund fee include:

1. All medications
2. Anesthesia fees
3. All screening laboratories, evaluations, or surgical procedures to prepare the female to enter the IVF cycle
4. ICSI fees
5. Embryo storage fees once pregnancy is established.
6. Any and all complications related to IVF including, but not limited to:
  - a. Ovarian hyperstimulation syndrome (OHSS)
  - b. Miscarriage
  - c. Ectopic pregnancy
  - d. Infection or its sequelae
  - e. Pregnancy complications
  - f. Hemorrhage
  - g. Intravenous colloids/crystalloids as prophylaxis against ovarian hyperstimulation syndrome

### Non-Refundable Deductibles

AGE	Under 35	35-37
	\$5,000	\$ 7,000

### Refundable Fee

AGE	Under 35	35-37
	\$ 14,000	\$ 14,000

- All frozen embryos from a cycle must be utilized before advancing to a new “fresh cycle” with rare exceptions. Frozen embryo transfer cycles are included in the shared risk price thus not generating any new fees nor shortening the contract.

## UNUSUAL CIRCUMSTANCES

Occasionally, a female fails to respond to medications in an appropriate manner and fails to meet the criteria for oocyte retrieval. Should she be converted to an IUI or simply “dismissed from the program”, the couple may elect to prospectively pay a fee for service and not have it counted as an attempt. Should they not elect to prospectively pay and have an IUI performed and conceive and deliver the contract will be considered fulfilled and no refund will be issued. Alternatively, not paying to convert to IUI and failing to conceive counts as one IVF cycle attempt. A second similarly poor response will result in termination of the contract with the deductible or actual cost of services to date considered the deductible (whichever is less).

The clinic may terminate the contract upon discovery or development of a medical condition making IVF or pregnancy a contraindication after acceptance into the program. Deductibles or actual costs incurred (whichever is less) will be assumed, and a refund processed.

The discovery of an elevated FSH in the female after entrance into the program would result in termination of the contract. Refunds issued would vary according to the degree of participation in the program (services rendered to date) when discovered.

Aggressive or anti-social behavior (as deemed by the medical director/practice director of the clinic) will result in termination of the contract with refunds processed taking into account payment for services received to date. This would include falsifying the medical record in any manner, giving an incomplete medical record, or failure to disclose important medical information in order to qualify for the IVF Refund Program.

To be eligible for a refund, couples must have completed three retrievals and used any and all frozen embryos. Should they wish to withdraw earlier, all charges will be converted to fee for service and patients will be charged the lower of these fees versus their original payment to participate. In other words, there will be no financial penalty for failure to complete the program. However, you will be ineligible for a refund.

## CONCLUSION

The goal of our IVF Refund Program is to provide help to infertile couples in alleviating financial anxieties as they explore high tech procedures to achieve parenthood in an environment where no medical insurance coverage exists.

Treatments are designed specifically to the couple and their particular and individual circumstances with no variation based on participation or lack thereof in the IVF Refund Program. For example, the clinic would not arbitrarily increase the number of embryos transferred in subsequent IVF attempts for patients participating in the IVF Refund Program in order to increase the chances of a pregnancy.

We consider the contract fulfilled when pregnancy is achieved and advances beyond the first trimester (12<sup>th</sup> week of gestation). Failure to achieve a live birth after having advanced beyond the first trimester would preclude any refund but still allow for a total of three completed IVF cycles if desired.

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By signing this document, we confirm that we have read, understood and had the opportunity to ask any and all questions about this explanation of the IVF Refund Program of A Woman's Center for Reproductive Medicine. We agree that we understand its content and will abide by the directives put forth in its body. Any and all questions that we had have been satisfactorily addressed as evidenced by our signatures affixed to this document.

Failing to qualify for participation will automatically make this document null and void. We understand that we may withdraw our participation at any time by submitting the request in writing to the Medical Director.

Patient signature \_\_\_\_\_ Date

Spouse signature \_\_\_\_\_ Date

Witness signature \_\_\_\_\_ Date

Medical Director/Practice Director \_\_\_\_\_ Date