



**PALM BEACH FERTILITY CENTER**  
**Platinum IVF Refund Plan**  
**More Chances. More Hope. One Goal.**

*Patient Financial Agreement & Informed Consent*  
 7015 Beracasa Way, Boca Raton FL 33433 / [www.palmbeachfertility.com](http://www.palmbeachfertility.com)

**SECTION 1 — PATIENT IDENTIFICATION**

<b>Patient Name (Primary):</b>	
<b>Partner / Co-Applicant:</b>	
<b>Date of Birth (Primary):</b>	
<b>Medical Record Number:</b>	
<b>Program Enrollment Date:</b>	
<b>Assigned Financial Counselor:</b>	

**SECTION 2 — PROGRAM OVERVIEW & PURPOSE**

Denker MD PA, Inc. (dba “Palm Beach Fertility Center” or “PBFC”, hereinafter the “Practice”) offers this Platinum IVF Refund Plan (the “Program”) to eligible self-pay patients who wish to pursue in vitro fertilization (“IVF”) treatment. The Program is designed to reduce the financial uncertainty inherent in assisted reproductive technology (“ART”) by providing a single, bundled program fee that covers multiple treatment cycles. If the Program does not result in a qualifying live birth, the patient may be entitled to a partial refund of Program Fees as described herein.

This Agreement sets forth the terms and conditions of the Program, including eligibility requirements, covered and optional services, refund conditions, patient obligations, and the definition of Program success and failure. Please note there are excluded services that may be required but are not part of the Program. Patients are strongly encouraged to read this Agreement in full and to discuss any questions with their assigned financial counselor or treating physician before signing.

This Program is separate from, and does not replace, any other applicable informed consents for medical treatment. All medical procedures remain subject to standard clinical judgment, applicable ethical guidelines, and other separate informed consent processes. The Program does not require the Practice to generate any documentation of diagnosis codes or procedures for submission to any insurance company or any third party.

## SECTION 3 — PROGRAM STRUCTURE & CYCLES INCLUDED

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### 3.1 Included Cycles

The Program Fee covers the following services for up to the cycle allotment specified below. All retrieval cycles and embryo transfers must be completed within two (2) years of the date of Program enrollment (the "Program Period"). Any unused cycles or transfers remaining at the expiration of the Program Period are forfeited with no refund. All frozen embryos created in an IVF cycle must be transferred before undergoing another Egg Retrieval.

#### Included in Program Fee:

- Up to three (3) complete IVF egg retrieval cycles (a "Complete Cycle" requires a completed oocyte retrieval; see Section 3.2 for definition);
- All subsequent Frozen Embryo Transfer ("FET") cycles using embryos created under this Program, up to six (6) transfers, until all embryos are exhausted or a qualified live birth occurs;
- Standard stimulation monitoring (blood tests (Practice approved lab) and ultrasounds during the stimulation phase);
- Oocyte retrieval procedure;
- Standard fertilization, including Intracytoplasmic Sperm Injection ("ICSI");
- Embryo culture and cryo preservation during the Program Period of excess embryos created during the Program;
- Embryo storage for the duration of the Program Period; and
- Assisted embryo hatching, if clinically indicated.

### 3.2 Definition of a Complete Cycle

A "Complete Cycle" for purposes of this Agreement is one in which an egg retrieval procedure is performed, regardless of the number of oocytes retrieved. The following do NOT constitute a Complete Cycle and will NOT be counted against the patient's cycle allotment:

- Cycles canceled during the stimulation phase prior to the trigger injection due to inadequate ovarian response or physician determination; and
- Cycles in which no oocytes are retrieved at the time of the retrieval procedure.

A cycle in which the patient conceives but does not achieve a qualifying live birth DOES count as one of the program cycles.

### 3.3 Exclusions — Third Party Services NOT Covered by the Program Fee

The following costs are expressly excluded from the Program Fee and remain the patient's financial responsibility to pay to the Third Party Service provider at the time services are rendered, regardless of the Program outcome ("Third Party Services"):

- Pre-cycle diagnostic testing, laboratory work, and consultations (determines Program Eligibility);
- All fertility medications, injectable hormones, and oral medications;
- Pre-cycle genetic carrier screening fees (e.g., expanded carrier screening, karyotyping); note that Preimplantation Genetic Testing for Aneuploidy ("PGT-A") performed during the IVF cycle is addressed in Section 3.1;
- Anesthesia for oocyte retrieval procedure;
- Services related to obstetric care after a confirmed clinical pregnancy;
- Complications management or hospitalization arising from treatment;

- Embryo cryostorage fees after Program Period or termination or successful outcome;
- Male factor diagnostic or surgical sperm retrieval procedures; and
- Any services provided by third parties not affiliated with the Practice.

### 3.4 Optional Services

The following services may be added at the election of the patient at an additional cost and are NOT included in the Program Fee, and are not eligible for any refund under the Program (the “Optional Services”):

- Surgical sperm retrieval procedures (“TESA”, “TESE”, or “MESA”);
- Estrogen Androgen Priming Protocol (“EAPP”) — an optional pre-stimulation protocol;
- Ovarian Rejuvenation;
- Platelet-Rich Plasma (“PRP”) therapy; and
- Bioserum Particles.
- Purchase of Donor Sperm from an accredited cryobank
- Enhanced Sperm Prep
- Zymot Sperm Selection

## SECTION 4 — FEES & PAYMENT TERMS

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### 4.1 Fees

The total Fees for the services described in Section 3.1 and 3.4 at the time of signing\* for the Program is:

Description	Amount
Program Fee (3.1 above)	\$ _____
Optional Services (3.4 above): _____	\$ _____
_____	\$ _____
<b>TOTAL FEES</b>	<b>\$ _____</b>

\*Additional Optional Services may be added at any point and billed separately.

The Program Fee is structured as a qualified refundable deposit and is due in full prior to the initiation of the first treatment cycle.

## SECTION 5 — PROGRAM ELIGIBILITY CRITERIA

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Enrollment in the Program is contingent upon meeting ALL of the following eligibility criteria, verified through a complete medical evaluation prior to enrollment. The Practice reserves the right to deny enrollment or dis-enroll a patient who does not meet or ceases to meet these criteria.

## 5.1 Age

Patient must be 37 years of age or younger at time of program enrollment when using own eggs.

## 5.2 Ovarian Reserve

Normal ovarian reserve is required for own-egg cycles, confirmed by all of the following (not applicable if using donor eggs):

- AMH: Anti-Müllerian Hormone (AMH)  $\geq 1.5$  ng/mL
- AFC: Antral Follicle Count (AFC)  $> 8$
- No diagnosis of premature ovarian insufficiency or unresponsive ovarian reserve.
- No history of chemotherapy or radiation therapy.
- No untreated cancer.

## 5.3 Body Mass Index (BMI)

Body Mass Index must be between 18 and 35 at time of enrollment and must be maintained throughout the Program. Patients whose BMI falls outside this range at any point during the Program may be subject to cycle postponement; persistent non-compliance may result in dis-enrollment per Section 6.4.

## 5.4 Uterine Anatomy

Normal uterine anatomy must be confirmed by Saline Infusion Sonography (SIS) within six (6) months prior to enrollment. Any significant uterine anomaly (e.g., submucous fibroids, uterine septum, intrauterine adhesions) must be surgically corrected and confirmed resolved prior to enrollment. Certain surgical histories may preclude eligibility on a case-by-case basis. The following findings are disqualifying for Program enrollment unless treated and resolved prior to initiation of the first cycle: (a) uterine fibroid greater than 3.0 cm; (b) ovarian cyst greater than 2.0 cm; and (c) ovarian endometrioma of any size.

## 5.5 Hormonal Parameters

The following hormone levels must be within normal clinical limits at time of evaluation:

- Prolactin — normal range;
- TSH (Thyroid Stimulating Hormone) — normal range; and
- Patient must not be peri-menopausal or post-menopausal per clinical assessment.

## 5.6 Sperm Parameters

One of the following sperm criteria must be met:

- Partner/donor ejaculated sperm with a total motile count (TMC) of at least 5 million (cases with TMC between 1–5 million will be evaluated on a case-by-case basis), or
- Surgical sperm retrieval (TESE/MESA) from males with obstructive azoospermia (e.g., CF carriers, vasectomy patients), or
- Donor sperm (FDA-compliant certified donor).

Severe non-obstructive azoospermia is a disqualifying factor.

## 5.7 Prior IVF History

The patient must have had NO MORE than two (2) prior failed IVF cycles. A history of two (2) or more unexplained implantation failures, recurrent pregnancy loss (two or more clinical miscarriages), or prior failed cycles at PBFC may preclude eligibility and will be evaluated on a case-by-case basis.

## 5.8 Smoking & Substance Use

Both the patient and partner (if applicable) must be non-smokers with no tobacco, nicotine product, or recreational drug use for a minimum of six (6) months prior to enrollment. Non-compliance discovered after enrollment is grounds for dis-enrollment per Section 6.4.

## 5.9 Psychological & Medical Clearance

All medical and psychological evaluations must conclude, as determined by the Practice, that the patient is healthy enough to undergo fertility treatment and pregnancy. Patients must be willing and able to follow all medical protocols, schedules, and clinical directions provided by the treating physician and nursing staff throughout the Program.

## 5.10 Insurance Disqualification

**This Program is available to self-pay patients only.** Patients who have active insurance coverage for IVF services or who participate in an employer-sponsored fertility coverage plan are not eligible for enrollment. Patients who obtain insurance coverage for fertility treatment after enrollment must notify the Practice immediately and will be dis-enrolled from the Program, with a prorated refund of unused program fees.

## 5.11 Genetics

The following genetic conditions are disqualifying for Program enrollment:

- No chromosome abnormalities, including balanced translocations and structural rearrangements.
- No homozygous carrier status for a clinically significant genetic condition requiring Preimplantation Genetic Testing for Monogenic Disorders (PGT-M).

# SECTION 6 — PROGRAM OUTCOMES: SUCCESS, REFUND & TERMINATION

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## 6.1 Qualifying Success — No Refund

The Program is considered successfully completed, and no refund will be issued, upon the occurrence of a live birth (one or more infants) resulting from treatment under this Program.

In the event of a successful outcome, the Practice retains the full Program fee. Any remaining unused cycles are forfeited with no refund. Any remaining cryopreserved embryos remain the property of the patient and may be stored at the patient's expense under a separate storage agreement.

## 6.2 Program Failure — Refund Eligibility

The patient is entitled to a refund of the Program fees as set forth below if ALL of the following conditions are met:

- The patient has completed all allotted retrieval cycles included in the Program within the two (2) year Program Period;
- All viable embryos created under the Program have been transferred in no more than six (6) FET cycles;
- No qualifying live birth has been achieved;
- The patient has remained in compliance with all Program terms and patient obligations (Section 5 and Section 8); and
- A formal written refund request from patient certifying compliance with all the requirements of the Program has been submitted to the Practice within sixty (60) days of Program conclusion.

Condition	Refund %
No live birth after all retrieval cycles and all embryo transfers completed and full compliance with this Section 6.2.	Fifty Percent (50%) of Program fee

**Important:** The eligible amount of the refund is limited to the Program fee and does not include fees or costs for the Optional Services, Third Party Services, or any other amounts paid outside the Program Fee. A miscarriage or pregnancy loss does not reset the cycle count — cycles in which conception occurred but no qualifying live birth resulted count toward the Program Cycle allotment.

### 6.3 Practice-Initiated Termination

The Practice may terminate the patient's participation in the Program, without a refund, if:

- The patient is found to have provided materially false information during the eligibility determination; or
- The patient develops a medical condition that makes further IVF treatment inadvisable or unsafe; or
- The patient fails to meet patient obligations described in Section 5, Section 8, or Section 6.4 and if applicable in the Practice's sole discretion, after written notice and opportunity to cure.

### 6.4 Patient-Initiated Termination

A patient may terminate from the Program at any time prior to completing all allotted cycles. Upon termination, if the patient has remaining embryos in cryostorage, the patient must elect disposition of those embryos (transfer, continued storage at patient cost, donation, or discard). **Should patient not elect a viable disposition of any remaining embryos, patient agrees and authorizes the Practice to automatically dispose of any remaining embryos after six (6) months of the Program termination. Patient agrees failure to timely complete the Program within the two years allotted shall be deemed a patient-initiated termination. No refund is available for any patient-initiated termination.**

## SECTION 7 — REQUIRED FINANCIAL DISCLOSURES

Pursuant to guidelines issued by the American Society for Reproductive Medicine (ASRM) Ethics Committee, the Practice is required to make the following disclosures to all Program applicants:

**COST COMPARISON:** Patients who achieve a live birth on their first or second IVF cycle will pay MORE under this Program than they would have under standard fee-for-service pricing. The Program fee is priced higher than a single IVF cycle precisely because it provides insurance against multiple cycle failures.

**PROGRAM ELIGIBILITY SCREENING:** The clinical criteria used to qualify patients for this Program are designed to select patients with a favorable prognosis. As a result, your chances of success under this Program may be statistically higher than the general IVF population. You may wish to compare your individual predicted success rate against the program cost before enrolling.

**SUCCESS RATES:** The Practice's SART-reported IVF success rates for patients with a profile similar to yours are available from your treating physician and on the SART website at [www.sart.org](http://www.sart.org). These success rates reflect historical outcomes and are not a guarantee of your individual results.

**CONFLICT OF INTEREST:** Because the Practice retains the Program fee upon a successful outcome and issues a refund upon failure, a financial incentive exists that could theoretically influence clinical decisions. The Practice is committed to following ASRM guidelines and standard-of-care protocols, and to making all medical decisions based solely on clinical merit.

## **SECTION 8 — PATIENT OBLIGATIONS**

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To maintain eligibility for the Program and any applicable refund, the patient agrees to:

- Attend all required monitoring appointments, consultations, and procedures as scheduled;
- Adhere to all medication protocols as prescribed and report any non-compliance to the treating physician;
- Maintain eligibility criteria (BMI, non-smoking status, sobriety) throughout the duration of the Program;
- Notify the Practice immediately upon obtaining insurance coverage for IVF services;
- Exhaust all cryopreserved embryos created under the Program before requesting a refund — the patient may not retain embryos and simultaneously receive a refund;
- Use embryos exclusively with the Practice — transferring embryos to an outside facility forfeits refund eligibility;
- Provide written notice of any decision to withdraw from the Program; and
- Pay all Optional Service and Third Party Service fees promptly when due.

## **SECTION 9 — GENERAL TERMS & CONDITIONS**

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### **9.1 No Guarantee of Outcome**

The Practice makes NO GUARANTEE of pregnancy, live birth, or any other specific medical outcome. This Program is a financial arrangement only.

### **9.2 Modification**

This Agreement may not be modified except in writing signed by both the patient and an authorized representative of the Practice.

### **9.3 Governing Law**

This Agreement shall be governed by the laws of the State of Florida. Any disputes arising hereunder shall be submitted to a court of competent jurisdiction and venue in Palm Beach County, Florida, unless the parties agree otherwise in writing.

### **9.4 Severability**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

### **9.5 Entire Agreement**

This Agreement, together with any attached addenda, constitutes the entire agreement between the parties regarding the Program and supersedes all prior discussions or representations.

