**KUTTEH KE FERTILITY ASSOCIATES OF MEMPHIS, PLLC**

and

**MEMPHIS FERTILITY LABORATORY, INC.**

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# CONSENT FOR IN VITRO FERTILIZATION/EMBRYO TRANSFER (IVF/ET)

1. We *(name of Patient and partner),* _____, the undersigned, are committed and intimate life partners. We desire, but have been unable, to become pregnant. We therefore request, authorize, and consent to the performance of in vitro fertilization and embryo transfer (IVF/ET).

2. We understand and acknowledge that Kutteh Ke Fertility Associates of Memphis, PLLC (FAM) is a medical practice in reproductive endocrinology and will be managing our IVF/ET care and performing our procedures. Memphis Fertility Laboratory, Inc. (MFL) is an independent laboratory responsible for our IVF/ET laboratory testing and services including blood hormone assays, semen analysis, sperm preparation, oocyte (egg) identification and preparation, embryo culture, embryo micromanipulation and cryopreservation.

3. We understand the following to be a general outline of the steps that may be required in this procedure. We understand that the IVF/ET procedure will be tailored specifically to us in order to create the greatest likelihood for a healthy pregnancy and delivery of a child. We consent to the performance of these steps.

   a. Determination by infertility tests that we are suitable candidates for the procedure. If applicable, Partner will also be required to perform blood and semen tests.

   b. The use of medications to mature multiple egg(s) from Patient's ovaries. Many of these medications will require us to perform self-injection on Patient on a daily basis. Before the eggs are released from the ovaries, collection (retrieval) of the egg(s) will be performed.

   c. The use of blood tests to monitor growth of Patient's ovarian follicles(s) containing the egg(s).

   d. The performance of ultrasound examinations to assist in timing the maturity of the egg(s). Ultrasonography is a diagnostic procedure using sound waves that provides a "picture" of the ovaries and the growing follicle(s).

   e. If applicable, obtaining a sperm specimen from Partner to prepare it for insemination. Cryopreserved (frozen) Partner's sperm may be thawed and utilized for insemination with the appropriate consent. If we have previously agreed that donor sperm will be used for insemination, then this procedure will require a separate consent.

   f. Retrieval of the eggs from the follicles in Patient's ovary, which may be done by one or more of the following methods:

      i. Ultrasound - guided transvaginal aspiration through a needle directed through the vagina into the follicle.

      ii. Ultrasound - guided transabdominal aspiration where the needle is directed through the skin of the lower abdomen and into the follicle.

Patient's Initials _____

Partner's Initials _____

g. Fertilizing Patient's egg(s) with sperm under controlled environmental conditions to allow conception to occur. In the opinion of our Physician and the Laboratory Director, our egg(s) will be fertilized by either:

   i. Placing each egg within several thousand sperm so they may fertilize through conventional cellular process, or

   ii. Intracytoplasmic sperm injection (ICSI) where a single sperm cell is microscopically placed in each egg, or

   iii. Both.

h. After fertilization, transferring the egg(s) into a controlled culture environment to optimize for growth. A successfully fertilized egg is referred to as an embryo.

i. After several days of growth, Patient will undergo an embryo transfer where our best embryo(s) will be placed into Patient's uterus by means of a small catheter inserted through the cervix.

j. Pregnancy can be determined by a blood test within 14 days of embryo transfer.

4. We understand that, based on age and other factors, up to three (3) of our developing embryos may be transferred to the uterus. We have been advised that this could result in multiple gestation (twins, triplets). Multiple gestation is a higher risk pregnancy with an increased risk of premature delivery, other obstetrical complications and an increased financial and emotional burden.

5. We understand that the procedure of IVF/ET may result in viable embryo(s) beyond those selected for transfer to my uterus. Alternatively, there may be circumstances in which embryo transfer is not recommended. In such circumstance and in the discretion of the Laboratory Director, viable embryos(s) can be cryopreserved (frozen) and stored for possible use at a later time. The cryopreservation, storage and disposition of our embryos will require a separate consent.

6. We understand that ICSI, if used, may expose a risk to our embryo(s) conceived by this technique. ICSI may result in conception of an embryo from abnormal sperm. This may result in a pregnancy with unknown genetic or birth defects. We understand that studies have revealed a small but significant risk of both minor and major birth defects after conception through ICSI, especially if the 's semen analysis is abnormal.

7. We acknowledge that a successful pregnancy after IVF/ET cannot be assured and that neither FAM nor MFL has made any such representation or guarantee. We understand that a number of occurrences may prevent the establishment of a successful pregnancy including, but not limited to:

   a. Patient may not respond to the medications, reducing the probability of successful oocyte retrieval.

   b. The time of ovulation may be misjudged, or may be unpredictable, thus preventing any attempt at obtaining an egg.

   c. Obtaining an egg from Patient may be unsuccessful.

   d. Patient's egg(s) may not be normal.

   e. Partner (or the donor if applicable) may not be able to supply adequate or normal sperm.

   f. Fertilization between our eggs and sperm may not occur.

   g. Growth or cell division of any of our embryo(s) may not occur.

   h. Our embryo(s) may not develop normally and may not survive.

   i. Implantation of the embryo(s) into the lining of Patient's uterus may not occur.

   j. An unforeseen laboratory event may result in loss or damages of our egg(s), sperm or embryo(s).

8. We understand that, if pregnancy is successfully established, there is a risk, as in any pregnancy, of miscarriage (approx 1 in 4 to 1 in 9), ectopic, or tubal pregnancy (1 in 50), stillbirth and/or birth defects. We understand that pregnancy after IVF/ET may be at increased risk of premature labor and delivery. This may lead to complications of prematurity for our child and its associated financial and emotional costs.

Patient's Initials _____

Partner's Initials _____

9. We understand that a number of risks and discomforts may be associated with this procedure, including:
   a. From the blood tests: mild discomfort and bruising at the needle site.
   b. From the self-injected medications:
      (i) mild discomfort and bruising at the needle site;
      (ii) a small risk (1 in 200 women) of developing ovarian hyper-stimulation syndrome (OHSS), the consequences of which may be serious and, if untreated, include strokes and death;
   c. From the ultrasound-guided egg retrieval or the laparoscopy:
      (i) the moderate discomfort after the procedure;
      (ii) the risk (1 in 400) of bleeding, infection, or injury to the abdominal organs that may require immediate major surgery;
      (iii) the risks associated with the general or local anesthesia;
      (iv) the risk of having blood in the urine for a few days after the procedure.
   d. From the transfer of the embryo(s) into the uterus:
      (i) the mild discomfort;
      (ii) the small (1 in 400) risk of developing infection and possible bleeding,
   e. Psychological stress.

10. We hereby release MFL, its' agents, servants, or employees from any injury or damage, known or unknown, that might result should our eggs, sperm or embryo(s) cease to be viable while in the custody of MFL, its agents, servants, or employees.

11. We fully understand that insurance coverage for any or all of the above procedures may not be available and that we individually and jointly, will be responsible for all charges for services rendered for this treatment. The expenses may consist of hospital charges, laboratory charges and/or physician professional fees.

12. We shall indemnify MFL, FAM and its' physicians for any attorneys' fees, court costs, damages, judgments, or any other losses or expenses incurred by that physician or for which that physician may be responsible with respect to any claim, legal action or defense thereto arising out of the FET hereby requested, including any claim or legal action brought by the child or children resulting from the embryo transfer.

13. We consent to the photographing or televising of any laboratory procedure(s) to be performed for medical, scientific, or educational purposes, provided our identities are not revealed by the pictures or by descriptive text accompanying them.

14. The Centers for Disease Control (CDC) is a "public health authority" and is authorized by law (PL 102-493 (H R 4773) to collect data on assisted reproductive technologies in the United States. In the interests of public health, we understand and acknowledge that both FAM and MFL are required, under the Fertility Clinic Success Rate and Certification Act of 1992, to submit information about our assisted reproductive treatment to the CDC. Furthermore, data collected by Society of Assisted Reproductive Technologies (SART) is used to generate statistics published annually in medical and scientific publications and for selected research projects. For such activities, our data is de-identified (stripped of information that could potentially lead to revealing the subject of the information).

15. We understand that all information about us obtained during the program will be handled confidentially and that neither our identities nor specific medical details will be revealed without our consent. Specific medical details may be revealed in professional publications as long as our identities are concealed.

Patient's Initials _____

Partner's Initials _____

16. We each acknowledge that we have fully reviewed and comprehend the contents of this Consent Form. The nature of IVF/ET has been explained to us, together with the known risks. We understand the explanation that has been given us and that there may be unknown risks. We have had the opportunity to ask any questions we might have and those questions have been answered to our satisfaction. We acknowledge that IVF/ET is being performed at our request and with our consent. We understand that we may elect not to continue with the procedure at any time and that this decision would not affect any other present or future medical care and treatment from either FAM or MFL.

17. With full knowledge and understanding of the attendant risks and consequences of our participation, we each consent to the medical procedures described in this Consent Form and agree to participate in IVF/ET. We each acknowledge and affirm that we have given our consent and entered into this agreement without coercion or compulsion and of our own free will.

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|---|---|
| Signature of Patient | Signature of Partner |
| Print Patient's name | Print Partner's name |
| Date | Date |

Patient's Initials _____

Partner's Initials _____