

THE CENTER FOR ADVANCED REPRODUCTIVE SERVICES (CARS) (The Center)

CONSENT TO PERFORM THERAPEUTIC DONOR INSEMINATION

WITH IDENTIFIED DONOR SPERM

Partner #1 Last Name (Surname): _____ Partner #1 First Name: _____

Partner #1 Last 5 Digits SS#: _____ DOB: _____ Partner # 1: Gender M/F (Circle One)

Partner#2 Last Name (Surname): _____ Partner #2 First Name: _____

Partner #2 Last 5 Digits SS#: _____ DOB: _____ Partner #2: Gender M/F (Circle One)

Address: _____

Phone Number: _____

We (I), the undersigned, request, authorize and consent to the performance of one or more Therapeutic Donor Insemination(s) with sperm from an identified donor, by The Center for Advanced Reproductive Services, PC (CARS) (The Center), and as appropriate, its employees, contractors, and consultants and authorized agents.

The therapeutic insemination procedure, its risks, benefits, and alternatives, have been explained to us (me) by the staff of The Center. The process involves obtaining the necessary sperm from the identified sperm donor listed below:

Identified Donor: _____

Description of the Procedure:

The process of therapeutic donor insemination using an identified sperm donor includes but is not limited to the following steps:

1. Screening and testing the donor for a variety of infectious and inherited diseases.
2. Freezing the sperm sample.
3. Placing the sperm sample into quarantine for seven (7) to one hundred and eighty (180) days and retesting the donor for infectious diseases.
4. Storage of the sample at the Center until use.
5. Thawing, preparation and use of the sample in an attempt to produce a pregnancy using either artificial insemination or assisted reproductive technologies. We (I) understand that we (I) will also sign additional consents for these procedures.

Conditions of Continued Storage of Donor Samples:

Donor samples may be in storage at the Center for extended periods of time (up to 5 years). Therefore, the conditions under which storage will be continued and what should be done with the donor samples if something were to happen to you or your partner (if applicable) must be defined from the beginning.

What should be done with the cryopreserved donor samples in each of the following cases?

We (I) understand that any future use of these samples will require the signature of the same individuals who sign this consent even if we are no longer a couple, except as provided below. If one member of the couple who signed the original consent has died, then a death certificate must be provided.

In the event of death:

1. We (I) understand, agree and consent that if *one* of us dies (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):
 - The disposition of the donor samples will be left to the surviving partner.
 - The donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

2. We (I) understand, agree and consent that if **both** of us dies (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):

- The donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines unless otherwise provided for according to our will.
- The donor samples will be transported to a long term storage facility at the expense of our (my) estate and that if that is not possible the donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

3. I understand that if I am single, and I die without a partner then

- The donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Initial: _____

In the event that we divorce or our relationship ends:

We (I) understand, agree and consent that if **we divorce** or our relationship ends (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):

- Custodial decisions and expenses will be left to the following partner (Please write in the name of the partner). Please note that custodial decisions refer to ongoing storage logistics and not to use of the donor samples. In all cases, consents to use, donate to research or discard the donor samples will require the signature of the same individuals who sign this consent

(Write in Partner Name)

Write Designee Phone Number and Address:

Phone: _____

Partner #1 Initials _____

Partner #2 Initials _____

- The donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

Fees for Storage of Designated Donor Sperm and Billing Policies

If the donor samples are frozen at the Center, the first year of storage of the frozen samples is included in the cryopreservation (freezing) fee. At the end of the first year, you will be billed quarterly, in advance, for continued storage of the samples, up to the five year maximum storage period.

The billing and collection process is described below:

- The practice will send out a letter thirty to sixty (30—60) days prior to the first storage billing as a reminder that billing for storage will begin and summarizing the storage options.
- After the first year of storage, sperm storage costs \$100 per quarter; the quarterly billing will be sent in the first quarter following the one year anniversary date.
- All sperm storage payments are due within thirty (30) days of receiving a statement
- After thirty (30) days, all unpaid balances roll into the Center's collections module and a first collection letter will be sent.
- Thirty (30) days later, a second collection letter will be sent notifying you that payment is due or the matter will be referred to a collection agency. Thirty (30) days after the second letter, if no payment is received the matter will be referred to a collection agency.
- All accounts with two (2) unpaid quarters of storage billing (consecutive or not), will be automatically sent to collections.

We (I) understand that if two consecutive quarters of sperm storage billing roll into the Center's collections module all subsequent quarterly sperm storage billings will go directly to collections until all past balances have been paid. I understand that all accounts must be kept current in order to undergo subsequent treatment or have access to the samples. If storage fees are entirely unpaid after one year in collection, the sperm will be considered abandoned and will be discarded according to ASRM Guidelines.

We (I) I understand it is my obligation to notify The Center of any change of address, and that if I do not do so The Center is not liable for its inability to contact or bill me. If I fail to do so or cannot be reached or do not respond to correspondence received from the Center for one year, I understand and agree that the samples will be considered abandoned and will be discarded by the Center according to American Society for Reproductive Medicine Ethical Guidelines.

We (I) understand that we (I) may store our (my) frozen sperm on site at The Center for up to 5 years in anticipation of utilizing them for subsequent fertility treatments. However, we (I) understand that The Center is not equipped to serve as a long term storage facility. After 5 years I agree to review my options which may include, moving the samples to a long term storage facility, donating the sperm to research or discarding the samples. We (I) understand that none of the aforementioned options can be exercised without my informed written consent unless I have abandoned the samples as defined above.

We (I) acknowledge that, at any time during the five year maximum storage period or at the end thereof, we (I) can execute the appropriate consents to exercise any of the options listed above including moving the samples to a long term storage facility, donating the samples to research or discarding the samples and that all storage fees will continue to accrue until The Center receives a properly executed consent for this procedure.

Special Considerations in the Use of Therapeutic Donor Insemination with Identified (Known) Donor Sperm

The use of an identified sperm donor for use for artificial insemination or assisted reproductive technologies, its risks, benefits, and alternatives have been explained to us (me) by the staff of The Center for Advanced Reproductive Services, PC (The Center), and as appropriate, its employees, contractors, consultants and authorized agents.

We (I) agree and consent that a sperm donor will be selected by us (me) and we (I) bear responsibility for that choice including disclosure of any medical history or special circumstances that may be important in donor selection.

We (I), agree to notify The Center for Advanced Reproductive Services, PC (The Center), of any genetic disease that occurs in a child conceived by these inseminations. We (I) understand that there is no guarantee that the use of donor sperm will result in a pregnancy. We (I) further understand that within the normal human population a certain percentage (approximately 2%) of children are born with physical or mental defects and that the occurrence of such defects is beyond the control of physicians. We (I) therefore understand and agree that The Center for Advanced Reproductive Services, PC (The Center), and as appropriate, its physicians, employees, contractors, consultants and authorized agents do not assume responsibility for the physical and mental characteristics of any child or children born as a result of the use of anonymous donor sperm. We (I) also understand and accept that any pregnancy carries with it the risk of obstetrical complications and/or miscarriage.

Infectious Diseases: We (I) understand that our donor will be screened for infectious diseases, genetic diseases and family history of transmissible diseases as mandated by federal law. In spite of this screening, we (I) understand that there is, nonetheless, a risk that these diseases or conditions may be transmitted to the child resulting from the inseminations and to the woman who is carrying the pregnancy.

We (I) understand, agree and consent that it is the policy of the Center that sperm samples from identified donors be placed in quarantine for, at least, one hundred and eighty (180) days prior to use if the sample is to be used for inseminations. If the sperm samples from identified donor is to be used for assisted reproductive technologies (including IVF), the Center still recommends that a quarantine period of at least, one hundred and eighty (180) days be utilized. However, this quarantine period may be reduced to at least seven (7) days provided intracytoplasmic sperm injection (ICSI) is used. This quarantine period is meant to reduce the risk of transmission of infectious diseases. We (I) understand that there is, nonetheless, a risk that these diseases or conditions may be transmitted to the child resulting from the inseminations and to the woman who is carrying the pregnancy.

We (I) consent to pay the cost of any blood tests, infectious disease or genetic testing and any other tests, interviews or screening required for donor screening, even if those tests result in the rejection of our identified donor as an eligible donor.

We (I) understand and agree that, in using the sperm of the identified donor listed above, aspects of our (my) medical care and conditions and that of the donor may become known to each other.

Parental Rights and Responsibilities. We (I) understand and accept our (my) responsibilities for the care of any child resulting from the use of donor sperm, and it is our (my) intent to be the legal parent(s) of any child that results from the use of donor sperm, with all the rights and responsibilities that come with parenting. Under no conditions will we (I) seek financial aid from the donor or The Center for Advanced Reproductive Services. We (I) understand that neither the Center nor the donor will assume any financial responsibility for the upbringing of any child resulting from the use of donor sperm under any circumstances except as provided by law. We (I) assume responsibility for all costs associated with the use of donor sperm.

We (I) are/am aware that while there are laws in the state of Connecticut governing the legitimacy and legal status of children born following the use of donor sperm, there are no such laws related to the use of donor embryos or gestational carriers. Furthermore, these laws only protect children that are actually born in Connecticut (not just conceived in the state). We (I) understand that the laws governing egg/embryo/sperm donation regarding who are the legal parents vary from state to state. In some cases the intended parents may obtain a Pre-Birth Court order establishing their parental rights and in some states they will need to formally adopt the child (or children). The Center does not offer legal advice on these matters and we (I) acknowledge and agree that we (I) must consult an attorney with expertise in family law related to assisted reproductive technologies in the state where the child will be delivered concerning these matters.

As appropriate, it is further agreed that from conception, I _____, **(insert name of partner if applicable, write N/A for single woman)** as husband/ partner, accept the act of insemination as my own and agree:

- a. That such child or children conceived or born shall be considered to be my legitimate children and heirs of my body and
- b. That I hereby waive forever any right which I might have to disclaim or omit the child or children as my legitimate heir or heirs, and
- c. That such child or children conceived or born shall be considered to be in all respects, including descent and distribution of my property, a child or children of my body.
- d. That I may be contacted periodically to verify my continued consent to participate in this treatment.

We agree and consent that the partner signing this consent may be contacted periodically by phone, mail or during visits to The Center for Advanced Reproductive Services, PC (The Center), to verify his/her continued participation and consent to this treatment and that he/she may withdraw his consent at any time by notifying The Center for Advanced Reproductive Services, PC (The Center), in writing.

Other Considerations:

Confidentiality. We (I) understand the confidentiality of medical records, including any photographs, X-rays or recordings, will be maintained in accordance with applicable state and federal laws. We (I) may request our records be released to other physicians.

Legal Actions. We (I) understand, agree and consent that any legal actions that are required as a result of disagreements between the parties about the disposition or use of sperm, eggs or embryos will be at our (my) expense.

We (I) expect this procedure to be performed with not less than the customary standard of care. We (I) understand the risks and benefits as outlined, and further understand and agree that The Center for Advanced Reproductive Services, PC (The Center), shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents.

We (I) have had the opportunity to review this treatment and ask questions of our (my) physician concerning alternative options to Therapeutic Donor Insemination, including adoption and no treatment, in an effort to help us have a child.

The nature of Therapeutic Donor Insemination has been explained to us (me), together with the known risks. We (I) understand the explanation that has been given to us. We (I) have had the opportunity to ask any questions we (I) might have and those questions have been answered to our (my) satisfaction. Any further questions may be addressed to The Center staff or my physician at (860) 679-4580. We (I) acknowledge that Therapeutic Donor Insemination is being performed at our (my) request and with our (my) consent.

We (I) understand, agree and acknowledge that we (I) are (am) not married to individuals who are not parties to this informed consent.

_____/_____/_____
Date Partner #1 Signature Print Name

Time: _____AM/PM

_____/_____/_____
Date Witnessed By: Print Name

Time: _____AM/PM

_____/_____/_____
Date Partner #2 Signature Print Name

Time: _____AM/PM

_____/_____/_____
Date Witnessed By: Print Name

Time: _____AM/PM

*** If no partner, write N/A

Note: Each Signature Must Be Witnessed Separately

CARS (The Center) Representative Signature:

This consent has been discussed with the patient or his/her parent/guardian (if applicable).

Date: ____/____/_____
CARS Representative Signature

Time: _____AM/PM

- Important:** Please check here if a notarized version of this signature page is attached. (Note: it *is* acceptable for one member of the couple to sign in person in the office and the other to sign notarized version).

Initials of CARS Representative_____