

The Fertility Center of Colorado

6160 Tutt Boulevard, Suite 210

Colorado Springs, CO 80922

Phone: (719) 636-0080

**CONSENT FOR ARTIFICIAL INSEMINATION
BY DONOR FOR MARRIED COUPLES**

Patient Name _____ SS# _____

Partner Name _____ SS# _____

This agreement is a contract made and to be performed at Colorado Springs, Colorado, between _____ (“Patient”), _____ (“Partner”), and the Fertility Center of Colorado (FCC).

We request that Eric H. Silverstein, M.D. and/or assistants perform AID (Artificial Insemination utilizing donor sperm) for the purpose of achieving pregnancy. We realize that not all patients who undergo AID will achieve pregnancy and no guarantee of pregnancy has been represented to us. We understand that no records will be kept identifying specific donor(s) used for any patient and understand that their identity will be kept anonymous. We understand that this will be a confidential procedure; however, medical records will indicate that AID was performed and will be released with other medical records to other physicians, insurance companies, or other parties upon written authorization. We understand from the information obtained from patients in this program, and other programs that pregnancies achieved through AID appear to be no different than pregnancies achieved through natural means, therefore, no guarantee can be made as to the satisfactory outcome of any pregnancy. We agree to submit information concerning the outcome of any pregnancy achieved through this program. We realize that donors used for insemination will be screened for their own health and the health of their families but that no guarantee can be made concerning the health of any child conceived through, and born as a result of AID. We realize that it is possible to transmit several venereal diseases including AIDS (acquired immune deficiency syndrome) through AID even though donors used will be screened. The risk of these previously mentioned diseases and other diseases is minimized by donor screening and utilizing cryopreserved (frozen) sperm that has been held in quarantine.

We understand that a sperm storage fee will be charged to our account after the first year of storage for any remaining sperm we have in storage. We understand that the storage fee is not pro-rated if we use or transfer the sperm before the full year is up. We understand that these fees are subject to change without notice.

We understand that as a result of our desire to participate in the sperm cryopreservation program, the following statements must be agreed to:

1. Sperm that is frozen can only be used in assisted reproductive procedures such as Intrauterine Insemination, Gamete Intrafallopian Transfer, In-Vitro Fertilization, and Intracytoplasmic Sperm Injection. These procedures require a physician and there are charges related to these procedures. There will also be additional charges for thawing and processing frozen sperm samples.

2. There is no guarantee frozen sperm will survive upon thawing. Furthermore, if viable sperm is recovered and used in assisted reproduction procedures, there is no guarantee that a pregnancy will be established.
3. If a pregnancy is achieved with the use of frozen sperm, miscarriage, ectopic pregnancy, stillbirth, and/or congenital abnormalities may occur. There is currently no evidence that the occurrence of these complications increase or decrease when using cryopreserved sperm.
4. The laboratory will make every effort to prevent damage to specimens submitted for cryopreservation; however, the Fertility Center of Colorado or any of its personnel will not be liable for loss of specimens due to equipment malfunctions, failure of utilities, cessation of services or other labor disturbance, any war, acts of public enemy or other disturbance, fire, earthquake, flood, or other natural disasters.
5. Samples will be stored for a maximum of three years. FCC may opt to store specimens for a longer period depending on the availability of space. If space is available, specimens may be stored for additional 12 month increments providing that storage fees are paid to FCC. We understand that FCC is NOT a sperm bank or long-term storage facility. If long-term storage is needed, or space is not available at FCC, we understand that we will need to arrange for transporting our specimens to another banking facility and that all charges incurred for transport to and storage at another facility will be our responsibility. We understand that shipment of our specimens to another facility may require an additional consent for storage of specimens at that facility and that pre-payment for shipping and storage may be required.
6. FCC reserves the right to terminate their participation in cryopreservation and storage of sperm.
7. We further understand that it is our responsibility to contact FCC to update address information so that we may be contacted. If FCC attempts to notify us in order to have our specimens transported to another facility or to request payments related to our specimen storage, and is unable to contact us by mail or phone and/or we do not respond to FCC regarding our specimen storage, the specimens will be discarded which will result in loss of sperm viability.
8. We additionally understand that failure to comply with this agreement and/or non-payment of fees incurred due to freezing, thawing, specimen processing, storage, or maintenance will result in the specimens being discarded which will result in loss of sperm viability.

Patient Signature _____ Date _____

Partner Signature _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Alternate Phone Number _____

Witness: _____ Date: _____

I, _____ (husband name), request Eric H. Silverstein, M.D., and such assistants as they may designate to therapeutically inseminate or supervise the insemination of my wife by the use of third party donor semen. This request is made with the consent of my wife whose authorization is hereto annexed. I have been fully informed of the possible medical, legal, and other problems that may result from therapeutic insemination. I further understand that under Colorado Law, any child resulting from therapeutic insemination of my wife is considered the legitimate child of my wife and myself. I also understand that should my wife and I file for divorce that it will be my responsibility to contact CSCHR and inform appropriate personnel in order to void this consent. I understand that should I fail to void this consent, in the event of legal separation or divorce, a child resulting from therapeutic donor insemination will or may be considered the legitimate child of myself.

Husband's Signature

Date

I, _____ (wife name), join in my husband's above mentioned request and hereby authorize Eric H. Silverstein, M.D., and such assistants as they may designate to therapeutically inseminate or supervise my therapeutic insemination by the use of third party donor semen. This request is made with the consent of my husband whose authorization is hereto annexed. I further understand that under Colorado Law, any child resulting from therapeutic insemination of myself is considered the legitimate child of my husband and myself.

Wife's Signature

Date