

The Fertility Center of Colorado
6160 Tutt Boulevard, Suite 210
Colorado Springs, CO 80922
(719) 636-0080 FAX (719) 636-3030

CONSENT FOR DONOR EGG RECIPIENT COUPLE

Patient Name _____ SS# _____

Partner Name _____ SS# _____

I, _____ (patient), and _____ (partner), certify that we are a couple seeking a treatment known as oocyte donation. We understand that egg (oocyte) donation is a form of In Vitro Fertilization (IVF), whereby an egg donor undergoes ovarian stimulation and egg retrieval to donate her eggs to the recipient couple for the purpose of creating embryos to be transferred into the recipient wife in an effort to achieve a pregnancy.

We have had the opportunity to see an egg donor profile, a packet of information containing personal information regarding the egg donor's physical characteristics, medical history, social history, and family history. This donor profile has been obtained through the use of an agency, or has been conducted through the office of Eric H. Silverstein, M.D., L.L.C. We acknowledge and understand that Eric H. Silverstein, M.D., L.L.C. can not certify that the information on the profile is accurate. Specifically, we understand that Eric H. Silverstein, M.D., L.L.C. does not contact family members of the egg donor to verify family history, nor does it hire a private investigator to verify personal information, including personal, medical, or family history of the egg donor. To this extent, Eric H. Silverstein, M.D., L.L.C. and the recipient couple are relying on the integrity of the egg donor to accurately complete the questionnaire to the best of her knowledge.

We, the recipient couple expect Eric H. Silverstein, M.D., L.L.C. to screen the egg donor for some sexually transmitted diseases. Currently, the egg donors are screened for Hepatitis B, hepatitis C, syphilis, chlamydia, gonorrhea, and human immunodeficiency virus (HIV). The HIV virus is responsible for causing acquired immune deficiency syndrome (AIDS). We can expect Eric H. Silverstein, M.D., L.L.C. to screen the donor within three months prior to having the egg donor begin the cycle start (date that the donor begins the ovulation induction). To that extent, we stipulate that we understand that there is some risk of transmission of these sexually transmitted diseases from the egg donor to the recipient wife, and ultimately recipient husband, even if the egg donor tests are negative for these diseases.

The recipient couple understands that the egg donor may be screened for cystic fibrosis or for other genetic disease(s) as deemed necessary by Eric H. Silverstein, M.D., L.L.C. We the recipient couple acknowledge that human reproduction is not perfect, and that genetic mutations can occur, in any pregnancy, whether using the wife's eggs or the eggs of a donor. We acknowledge that cystic fibrosis or other genetic diseases can occur even if the screening test(s) is negative.

We acknowledge that as recipients, we are responsible for the cost of the medical care received by the egg donor, both prior to, during, and following events related to egg donation.

We acknowledge that approximately 2% of egg donors have severe ovarian hyperstimulation, and may need additional procedures or rarely, hospitalization. Occasionally, an egg donor with severe hyperstimulation has fluid accumulate in the abdomen, which may require removal of this fluid through an additional procedure conducted in a hospital setting. If this procedure is conducted, we acknowledge that we will be responsible for the cost of that treatment.

We acknowledge that unless we have designated our egg donor, the identity of the egg donor will and shall remain anonymous. We will make no attempts to learn the identity of the egg donor. To that extent we acknowledge that Eric H. Silverstein, M.D., L.L.C. has no control over future registration or legal court decisions that may affect confidentiality issues for egg donors.

If the egg donor was obtained through the use of an agency, we acknowledge that we and the agency are responsible for verifying any insurance available for the egg donor in the event of a medical condition requiring care as a result of egg donation, and release the office of Eric H. Silverstein, M.D.

If the egg donor was obtained through the office of Eric H. Silverstein, M.D., we understand that an insurance policy covering up to \$250,000.00 in medical expenses, with a \$1,000.00 deductible has been obtained through the office. We, the recipient couple, acknowledge that we are ultimately responsible for any deductible expense up to \$1,000.00, and any expense above and beyond \$250,000.00 if the donor has no other health insurance.

If we are working with an egg donor agency, we understand that the agency is not affiliated with, employed by, or an agent of Eric H. Silverstein, M.D., L.L.C. and that all arrangements with the agency are solely between the agency and us.

We agree to waive, to the extent permitted by law, any and all claims that we may have against Eric H. Silverstein, M.D., L.L.C. and its laboratory, officers, employees, agents, independent contractors, and assigns from any and all liability arising from or connected with the egg retrieval and transfer procedure, as well as any related cause of action or basis of liability.

Insurance Policy: Eric H. Silverstein, M.D., L.L.C. will not file insurance for expenses relating to the medical, psychological, genetic, or laboratory screening that an egg donor receives, nor the anesthesia fee, nor the coordination fee, nor donor reimbursement. The fees must be paid to Eric H. Silverstein, M.D., L.L.C. before the egg donor begins medication.

Signed:

_____ (Patient) Date _____

_____ (Witness) Date _____

_____ (Partner) Date _____

_____ (Witness) Date _____

The Fertility Center of Colorado:

_____ Date _____
Authorized Representative