

## The Fertility Center of Colorado

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### **SPERM CRYOPRESERVATION CONSENT AND STORAGE CONTRACT** **(NON-MARRIED PATIENT)**

I understand that as a result of my desire to participate in the sperm cryopreservation program at the Fertility Center of Colorado (TFCC) the following statements must be agreed to and payment must be received before a specimen produced for cryopreservation will be frozen.

I, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, understand:

#### **Sperm frozen at TFCC (1,2,3 applicable):**

1. Semen specimens collected at TFCC will only be frozen if motile sperm are observed upon analysis. TFCC reserves the right to decide if a specimen is suitable for freezing.
2. Each specimen has the potential to provide for zero vials up to several vials of sperm for freezing, and it is impossible to determine an exact number of frozen sperm specimens to be stored for future use in assisted reproductive procedures.
3. A minimal portion of each semen batch acceptable for freezing is utilized for quality control. The quality control vial is thawed and analyzed to predict post-thaw motility for the semen batch. The quality control vial is an indicator only and does not guarantee that the remaining vials will thaw in the same manner. The sperm recovered from the quality control vial cannot be re-frozen and will be discarded.

#### **Sperm frozen at TFCC or sperm received from another facility (4 – 11 applicable):**

4. 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.
5. 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.
6. 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.
7. 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.
8. Results of infectious disease testing (HIV, Hepatitis B, Hepatitis C, RPR, CMV, and HTLV) must be received by TFCC prior to the freezing or storage of semen specimens as per FDA regulations. The testing must have been performed within six months of the date of specimen freezing by an FDA approved laboratory. If these results are unavailable, I understand that these tests must be drawn, at my expense, and results received, prior to submitting a specimen for cryopreservation.

9. **Samples will be stored for a maximum of three years.** I understand that TFCC is NOT a sperm bank or long-term storage facility. If long-term storage is needed, or space is not available at TFCC, I understand that I will need to arrange for transporting my specimens to another banking facility and that all charges incurred for transport to and storage at another facility will be my responsibility. I understand that shipment of my 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.
10. TFCC reserves the right to terminate their participation in cryopreservation and storage of sperm.
11. **I further understand that it is MY responsibility to contact TFCC to update address information so that I may be contacted.** If TFCC attempts to notify me regarding my specimens or to request payments related to my specimen storage, and is unable to contact me by mail or phone and/or I do not respond to TFCC within 90 days from the notification, the specimens will be discarded which will result in loss of sperm viability.
12. I 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.
13. I understand that in the event of my death the sperm must be discarded which will result in the loss of sperm viability.
14. If I get married prior to the use or discard of the specimens in storage, it is my responsibility to notify TFCC of this change. I will then be required to sign a new consent form in which I may designate my wife as a beneficiary in the case of my death.

I have made a decision to participate in the Fertility Center of Colorado's Sperm Cryopreservation Program. My signature on this consent indicates that I have read, understood, and agreed to the conditions set forth in this agreement.

Patient Name: \_\_\_\_\_ SS# \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Alternate Phone Number \_\_\_\_\_

Signature of Patient \_\_\_\_\_ Date \_\_\_\_\_

Notarized: The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public State of Colorado

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