



Informed Consent: Insemination with Partner’s Sperm

We, _____ (“recipient”) and
_____ (“recipient’s partner”), the undersigned are each over
18 years of age.

We authorize Dr. _____ (physician) and his or her assistants at the Palo Alto Medical Foundation’s Reproductive Endocrinology and Fertility Center to perform one of more inseminations on the recipient with sperm obtained from the recipient’s partner for the purpose of making the recipient pregnant.

The insemination procedure, including a description of the screening process that each of us will undergo, and the risks inherent in that process and the procedure, have been explained to us by the physician. We have had an opportunity to discuss the insemination procedure with the physician. We also have had an opportunity to discuss alternatives to the insemination procedure, including non-treatment and adoption.

With full knowledge of the above, we hereby state our express agreement and intent that we shall conclusively be presumed to be the sole legal parents of any fetus(es) and/or child(ren) resulting from insemination. As the legal parents, we hereby agree to assume all parental, custodial, and testamentary rights and obligations with respect to such fetus(es) and/or child(ren). We understand that according to California law, if a woman is inseminated with consent of her husband, the husband is treated in law as the natural father of any child thereby conceived. Notwithstanding the foregoing, we understand that if we are not legally married to each other, the legal status of recipient’s partner as co-parent of such child(ren) is as yet uncertain. We acknowledge that we have had an opportunity to consult independently with legal counsel.

1. Risks Associated with Insemination and Pregnancy.

- a. **Failure of the Insemination to result in Pregnancy.** The success of the insemination cannot be guaranteed. I/We understand that development of pregnancy is dependent on factors some of which cannot be tested or predicted in advance, and no guarantees of pregnancy rates can be given.
- b. **Risk of Infection.** We understand and acknowledge that the Palo Alto Medical Foundation has screened the recipient’s partner for evidence of infection with HIV, agents of viral hepatitis (HBV and HCV), human T lymphotropic virus-1 (HTLV-1), and syphilis; or that we have provided to the Palo Alto Medical Foundation a written report of such screening from a qualified laboratory. We understand that despite such screening it is possible to acquire an infectious disease, including HIV, from the insemination procedure.
- c. **Complications of Pregnancy.** If pregnancy results, there are risks of miscarriage, genetic defects, birth defects, stillbirths and multiple births. There are many medical

risks to both the pregnant woman and the fetus(es) associated with pregnancy itself whether conceived through intercourse or through the insemination procedure. Pregnancy complications, may include high blood pressure, diabetes, liver disease, hemorrhage or seizures and may lead to serious permanent damage or death to the mother.

- d. Abnormalities and Birth Defects.** So far, there is no evidence that the insemination procedure causes an increased chance of abnormalities in the fetus(es). The risk of birth defects may or may not be higher than the usual risk of birth defects (two to five percent) when conception occurs through intercourse.
 - e. Psychological Risks.** The psychological and emotional risks of voluntary participation in an insemination program with donor sperm to the recipient and/or her partner and family are currently not known.
 - f. Legal Status.** We understand that there may be future changes in the law related to insemination with donor sperm, including anonymity. We have had an opportunity to seek independent legal counsel.
- 2. Release of Liability.** We hereby release the Palo Alto Medical Foundation, physicians and employees and agents thereof from claims and/or liability arising out of, or in any way, connected with our voluntary participation in the insemination program, except to the extent any negligence or willful misconduct on the part of the Palo Alto Medical Foundation.
- 3. Financial Responsibility.** We understand that I/we are solely financially responsible for the costs of all services and items provided by the Palo Alto Medical Foundation as part of the insemination procedures. We understand that I/we are also solely financially responsible for any costs related to any medical complications that the recipient may experience. We have received the Palo Alto Medical Foundation's Schedule of Fees and have had the opportunity to meet with a financial counselor.

We understand that the Palo Alto Medical Foundation is not responsible for any costs related to the insemination procedure or any related medical complications, should they occur. I (recipient) certify that I have the following medical insurance, which will cover any medical complications I experience:

Name of Carrier, Policy No. and Group Name

4. Marital Status

- a. I (recipient) hereby certify that I am
 - unmarried
 - married to the named partner, if any, in this consent form
 - married to someone other than the named partner(check one)

- b. I (recipient's partner) hereby certify that I am
 - unmarried
 - married to the recipient
 - married to someone other than the recipient(check one)

OUR SIGNARUTES BELOW INDICATE THAT WE HAVE READ AND UNDERSTOOD THE ABOVE INFORMATION AND THAT WE CONSENT TO THE PERFORMANCE OF INSEMINATION ON RECIPIENT WITH RECIPIENT'S PARTNER'S SPERM. WE HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND ANY QUESTIONS HAVE BEEN ANSWERED TO OUR SATISFACTION. WE UNDERSTAND THAT WE CAN WITHDRAW FROM THE PROGRAM AND THERE WILL BE NO PENALTY FOR SUCH WITHDRAWAL.

Signature of Recipient

Date

Signature of Recipient's Partner

Date

I hereby certify that I have discussed the insemination procedure and its risks and benefits with the recipient and the recipient's partner named above.

Signature of Physician

Date

I hereby certify that _____
(Name of recipient)

and, _____
(Name of recipient's partner)

who have presented documentation to me showing them to be the individuals named herein, appeared before me and signed the above content to artificial insemination.

Signature of Witness (Palo Alto Medical Foundation)

Date

This consent is valid for one year or until the birth of a live child, whichever occurs first.