

Consent for Cryopreservation of Embryo(s)
(Addendum to Consent for IVF and ET), Patient/Partner

Name of Patient: _____

Name of Partner: _____

In addition to the "Consent for In Vitro Fertilization and Embryo Transfer" (herein referred to as "Consent Form"), we, the Patient and Partner named above, freely consent to participation in the procedure for cryopreservation (freezing) of embryo(s) as described below:

- a) After all of the procedures in the Consent Form involving transvaginal aspiration, laboratory preparation, and fertilization in the culture dish have occurred, and if at least one healthy embryo remains after a fresh embryo transfer, it will be transferred to a specially prepared laboratory medium in a special laboratory device for cryopreservation to be used for future transfer or implantation into the uterus. Any eggs not successfully fertilized and any embryos not deemed suitable for storage will be discarded. All fees for this procedure will be paid in advance, but will not include fees for the services described in **item b** below, which will be payable separately at rates prevailing at the time the service under **item b** is performed.
- b) The frozen embryo(s) will subsequently be thawed out in a specially prepared laboratory medium and will then be transferred into the uterus in the same manner described in page one (1) of the Consent Form. All fees for preparing and transferring the embryo(s) will be paid at the rates of schedules in existence at the time and will be paid on or before the time of service.

We understand that this procedure is attendant with and encompasses all the risks described in the Consent Form, including the risks of miscarriage, stillbirth, developing an abnormal fetus, or a child with birth defects.

We understand that it is recommended that thawing and transfer occur within five (5) years from the date the embryo(s) are created. The embryo(s) will be kept in the Regional One Health laboratory for up to one (1) year after the embryo(s) are created.

If we still have stored embryos remaining after the expiration of the one-year period, they will be shipped by Regional One Health to Fairfax Cryobank (or other cryopreservation storage facility chosen by us) provided that we have (i) signed a storage agreement with the cryopreservation storage facility; (ii) paid the applicable fee for storage to the cryopreservation storage facility; and (iii) Regional One Health has received of notification of such from the cryopreservation storage facility. We understand it is our responsibility to maintain the storage agreement and pay the applicable fee to the cryopreservation storage facility.

We understand that we may choose an entity other than Fairfax Cryobank to provide cryopreservation storage. We further understand and agree that our protected health information (PHI) may be disclosed to the cryopreservation storage facility and we consent to such disclosure.

In the event we have not secured an external cryopreservation storage facility for the frozen embryo(s), within the one-year period, **we understand that the embryo(s) will be considered abandoned**. If our embryo(s) are determined to be abandoned by Regional One Health, we requested that Regional One Health (both Patient and Partner initial beside their choice and cross out the other choices):

_____ a. all embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. Any research performed shall be conducted pursuant to applicable federal and state guidelines. Research on embryo(s) will not be continued beyond the 14th day of development and will not be transferred to attempt pregnancy. This disposition releases any and all rights we may have in the cryopreserved embryo(s) and any cell lines, intellectual property, or royalties that may be derived from such work. If state or federal guidelines prohibit such research or if remaining embryo(s) are unused, all embryo(s) may be thawed and destroyed.

_____ b. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryo(s) in a manner consistent with any federal or state law one (1) year from the date of cryopreservation.



Consent for Cryopreservation of Embryo (Addendum)

Form No. ROH.553 (Created 5/15) *OB0481*

1 Copy - Medical Record 1 Copy - Patient 1 Copy - Partner



Affix Patient Label

Patient's Initials _____

Partner's Initials _____

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If at any time during the one-year period **the Patient or the Partner dies**, the remaining partner shall provide Regional One Health with a certified copy of the death certificate, and at which time, the disposition of the frozen embryo(s) shall be as follow (both Patient and Partner initial beside their choice and cross out the other choices):

- _____ a. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryos in a manner consistent with any federal and state law.
- _____ b. the remaining partner shall have sole custody of the embryo(s) and shall have the right to determine their disposition until his/her death.
- _____ c. the remaining partner shall donate the embryo(s) to an Embryo Adoption program of his/her choice and will be responsible for any extra fees required to accomplish such a choice.
- _____ d. all the embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. Any research performed shall be conducted pursuant to applicable federal and state guidelines. Research on embryo(s) will not be continued beyond the 14th day of development and will not be transferred to attempt pregnancy. This disposition releases any and all rights we may have in the cryopreserved embryo(s) and any cell lines, intellectual property, or royalties that may be derived from such work. If state or federal guidelines prohibit such research or if remaining embryo(s) are unused, all embryo(s) may be thawed and destroyed.

If at any time during the one-year period **both Patient and Partner die**, the disposition of the frozen embryo(s) shall be as follow (both Patient and Partner initial beside their choice and cross out the other choices):

- _____ a. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryo(s) in a manner consistent with any federal or state law.
- _____ b. all the embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. Any research performed shall be conducted pursuant to applicable federal and state guidelines. Research on embryo(s) will not be continued beyond the 14th day of development and will not be transferred to attempt pregnancy. This disposition releases any and all rights we may have in the cryopreserved embryo(s) and any cell lines, intellectual property, or royalties that may be derived from such work. If state or federal guidelines prohibit such research or if remaining embryo(s) are unused, all embryo(s) may be thawed and destroyed.

If at any time during the one-year period **Patient and Partner obtain a divorce**, we agree to provide a certified copy of the divorce decree to Regional One Health, at which time the frozen embryo(s) will be thawed and discarded unless both Patient and Partner and any and all new partner(s) of the Patient and Partner enter into a new agreement with Regional One Health as to the disposition of the embryo(s). Regional One Health and UT Regional One Physicians, Inc. make no representations concerning the validity, legality, or enforceability of any such agreement and expressly reserve the right to refuse to enter into any such agreement for any reason whatsoever. We understand that, in the absence of a renewed agreement, the embryo(s) cannot be used for any purpose after one (1) year from the date of freezing and that the embryo(s) must be thawed and discarded at the end of the said time period.

We understand and acknowledge that the physician and Regional One Health may, at their discretion, refuse to use or transfer frozen embryo(s) for any reason, and that their refusal to do so will not constitute a breach of any subject underlying agreement and/or this consent. In this event, we understand that we have the right to assume custody of the cryopreserved embryo(s) and assume full responsibility of their care.

We accept the risks described above and hereby release, discharge, indemnify and forever hold harmless Regional One Health, UT Regional One Physicians, Inc. and their respective employees, agents, directors, officers, and contractors from any and all liability and responsibility of any nature whatsoever that may result from complications of pregnancy, childbirth, or delivery, or from the birth of an abnormal infant or infants in any respect, or from the heredity or hereditary tendencies of such infant or infants, or from any other adverse consequences that may arise in connection with or as a result of any procedure described herein.



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1 Copy - Medical Record 1 Copy - Patient 1 Copy - Partner



Affix Patient Label

Patient's Initials _____

Partner's Initials _____

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[Notary Page for: Consent for Cryopreservation of Embryo(s)
(Addendum to Consent for IVF and ET), Patient/Partner

STATE of _____)
) :SS
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, referred to in this consent form as "Patient".
My commission expires: _____ .

Notary Public

STATE of _____)
) :SS
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, referred to in this consent form as "Partner".
My commission expires: _____ .

Notary Public



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Partner's Initials _____