

Pacific Reproductive Services

Recipient Registration Form

TODAY'S DATE / /

RECIPIENT CONTACT INFORMATION

Name _____ Date of Birth / /

Street _____ City _____ State _____ Zip _____

Best phone (_____) _____ Other (_____) _____

SS# (or National ID#) _____ Driver's license # _____

Email _____

Is it permissible to leave detailed messages at the following numbers (check all that apply):

Home Cell Work Partner or Spouse Cell

PARTNERSHIP STATUS: Single Married Partnered

PARTNER CONTACT INFORMATION Partner is: Male Female

Name _____ Email _____

Address Same address as client

City _____ State _____ Zip _____

Best Phone (_____) _____

Is it permissible to discuss your care and leave messages with your partner or spouse? Yes No

RECIPIENT OCCUPATION

Occupation _____ Phone (_____) _____

Business Address _____ City _____ State _____ Zip _____

FOUND PRS THROUGH: Internet (which site?) Periodical (name) MD Referral (name) Friend Other (please specify)

EMERGENCY CONTACT (for emergency use)

Name _____ Phone (_____) _____

Street _____ City _____ State _____ Zip _____

CREDIT CARD INFORMATION

Please charge my credit card for the Intake Appointment fee (\$150)

Card is: Visa Mastercard Discover Recipient's Partner's

Card No.: _____ Exp. Date: _____

Name on Card _____ Signature _____ Billing zip: _____

Pacific Reproductive Services

Agreement For Use Of Donor Sperm - Single Woman

This Agreement is entered into this ____ day of _____, 20____ by and between _____ hereinafter "RECIPIENT and PACIFIC REPRODUCTIVE SERVICES (hereinafter "PACIFIC"), who may also be referred to herein as the "PARTIES."

DEFINITIONS

PACIFIC means health care practitioners, employees, officers, directors, consultants, partners and agents of Pacific Reproductive Services.

Donor (is a *program donor* and may also be referred to as an *anonymous donor*) means a man who donates his sperm for reproductive use in a woman who is not his wife or life partner and who does not know and is unknown to the recipient.

Willing to be Known Donor is a donor who has agreed to be known to offspring conceived with his sperm at the time the offspring reaches the age of majority.

RECITALS

RECIPIENT is a Single woman

WHEREAS, it is the desire of RECIPIENT to conceive a child by means of a reproductive procedure with the use of an anonymous donor and

WHEREAS, PACIFIC is duly licensed and qualified to perform the cryopreservation and banking of human spermatozoa, as well as reproductive procedures; and

WHEREAS, the PARTIES hereto intend to fully protect each other and any child(ren) conceived from using the donor's sperm;

NOW, THEREFORE, in consideration of the promises of each other and for value received, the PARTIES acknowledge and agree as follows:

AGREEMENT

1. PACIFIC represents that the sperm Donor has previously signed a written agreement containing the following provisions:
 - a. That under the provisions of California Family Code section 7613(b), he is providing his semen to a medical facility supervised by a licensed physician for use in the artificial insemination of a woman who is not his wife, and that, as such, he will be treated in law as if he were not the natural father of a child thereby conceived
 - b. That he will have no rights or obligations with respect to either the Recipient of his semen or her Partner or Spouse or any children conceived as a result of artificial insemination with the use of his semen
 - c. That, by providing his semen for use in artificial insemination, he will have no right in law to demand, request or compel any guardianship, visitation, or custody right with any child conceived as a result of any artificial insemination using his semen
2. RECIPIENT acknowledges and agrees that she has discussed the objective and method of the reproductive procedure to be performed with a health care practitioner of PACIFIC or with her own health care practitioner. RECIPIENT further acknowledges that she has had an opportunity to pose any medical questions she might have in connection with the services to be provided to her personally and with respect to the reproductive procedure in general.
3. RECIPIENT acknowledges and agrees that she has personally spoken with a representative at PACIFIC, and truthfully set forth her reasons for choosing to participate in a reproductive procedure, using sperm donated by a program donor at PACIFIC.
4. RECIPIENT represents that she has provided a complete and accurate medical history to her own clinician, or to a PACIFIC clinician and understands that they have relied upon this information in advising RECIPIENT pursuant to paragraph two above.
5. RECIPIENT further represents and understands that she has undergone a physical examination, including laboratory tests, as required by PACIFIC, and that PACIFIC has relied upon the information obtained in the resulting *Medical Certification Form*, duly executed by her clinician in advising RECIPIENT pursuant to paragraph two above.
6. PACIFIC acknowledges that they have performed a complete and thorough screening of the donor(s) for infectious diseases and also for inheritable birth defects, serious illnesses or other medical conditions that could be fatal, life threatening, or could result in permanent impairment of a body function or permanent damage to a body structure and, further, that they have found no evidence of

such inheritable birth defects, serious illness, medical conditions or infectious diseases in the donor(s) whose semen will be used in the RECIPIENT'S reproductive procedure.

7. RECIPIENT acknowledges and agrees that, in accordance with New York state regulations, PACIFIC has notified her that some donors may have had more than one, but not more than 2 sexual partners within the last 6 months.
8.
 - a. RECIPIENT acknowledges and agrees that she understands that the medical tests performed in the screening of donor(s) are not always one hundred percent accurate. RECIPIENT further acknowledges and agrees that she understands that it is not possible to pre-test a donor for each and every disease, illness, condition or birth defect that may potentially affect the health of the child born as a result of using the donor's sperm.
 - b. RECIPIENT further acknowledges and agrees that PACIFIC has made available and RECIPIENT has had an opportunity to review the pertinent personal and family medical history of any donor(s) whose sperm she might choose to use in a reproductive procedure and she understands by such disclosure any risks for medical problems or birth defects that may potentially affect the health of a fetus or child conceived as a result of using the donor's sperm.

With this knowledge:

RECIPIENT FOREVER RELEASES AND ABSOLVES PACIFIC FROM ANY AND ALL RESPONSIBILITY OR LIABILITY WHATSOEVER, FOR ANY BIRTH DEFECTS, SERIOUS ILLNESSES OR OTHER MEDICAL CONDITIONS IN A CHILD CONCEIVED PURSUANT TO THE TERMS OF THIS AGREEMENT.

_____ RECIPIENT initial

RECIPIENT FURTHER RELEASES AND ABSOLVES PACIFIC FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INFECTIOUS DISEASE IN THE RECIPIENT OR IN ANY FETUS/CHILD CONCEIVED AS A RESULT OF USING THE DONOR'S SPERM

_____ RECIPIENT initial

9. PACIFIC has explained to RECIPIENT that in the event of any adverse outcome in a PACIFIC donor conceived child that may be genetically transmitted, PACIFIC must investigate all potential causes to determine whether the condition was inherited from the donor, the mother of the child, or was not inherited at all. The results of such investigation will be used to make a determination as to whether it is safe to continue distribution of the PACIFIC donor's sperm and to also provide important information to other of the PACIFIC donor conceived families.

With this knowledge

RECIPIENT UNDERSTANDS AND AGREES THAT IN THE EVENT THAT THERE IS A MEDICAL CONDITION IN HER PACIFIC DONOR CONCEIVED FETUS OR CHILD, SHE WILL PROVIDE TO PACIFIC OR AUTHORIZE PACIFIC TO OBTAIN ANY AND ALL OF HER OR CHILD'S OR FETUS'S RELEVANT MEDICAL RECORDS AS SUCH RECORDS BECOME AVAILABLE.

_____ RECIPIENT initial

10. RECIPIENT acknowledges and agrees that she understands that PACIFIC cannot select or determine, and is not responsible for, the physical characteristics and/or sex of a child(ren) conceived from using the donor's sperm.

With this knowledge:

RECIPIENT DOES HEREBY RELEASE AND ABSOLVE PACIFIC FROM ANY AND ALL RESPONSIBILITY WHATSOEVER IN CONNECTION WITH PHYSICAL AND/OR MENTAL CHARACTERISTICS OF A CHILD(REN) CONCEIVED WITH THE DONOR'S SPERM.

11. RECIPIENT acknowledges and agrees that she specifically chose to undergo a reproductive procedure by an anonymous donor. RECIPIENT further acknowledges that the identity of any donor will not be revealed to her, and that neither she nor any child born as a result of the reproductive procedure will have any claim against the donor whatsoever. RECIPIENT understands and agrees that, from the moment of conception, RECIPIENT shall accept all legal and moral responsibility for any child born through the reproductive procedure.
12. PACIFIC agrees that, if RECIPIENT selects and conceives from a donor who is currently willing to be known to a child conceived from his sperm, PACIFIC will, upon request *from the child who has reached the age of 18 years*, attempt to contact the donor to facilitate contact with the child. In the event PACIFIC is unable to contact the donor, PACIFIC will release a donor's identifying information *only to the child*. A donor's identifying information will include the donor's full name, date of birth, last known address, phone number and email address. PACIFIC has the right to limit or restrict donor's identifying information, as PACIFIC deems appropriate for donor privacy.
13. RECIPIENT fully understands that PACIFIC must now rely solely upon the donor's representation that he will later be known and upon the donor's willingness to keep PACIFIC informed of any subsequent name change or change in his last known address. PACIFIC does not have the ability to monitor the accuracy of information provided by the donor, and therefore makes no representation with respect to its ability to actually locate and contact a specific donor at some future time. While RECIPIENT may have requested the use of a "Willing To Be Known" donor, she hereby acknowledges that PACIFIC has not guaranteed that it will be able to make actual contact with the donor at some future time. RECIPIENT, therefore, hereby releases PACIFIC from any responsibility and/or liability that might result from an inability to locate and contact a specific donor in the future or by a donor's

breach of his prior agreement to be known.

14. RECIPIENT acknowledges and agrees that she understands that any donor, whether "*Willing To Be Known*" or not is entitled to his privacy and has not agreed to be contacted by RECIPIENT at any time, now or in the future

With this knowledge:

RECIPIENT AGREES THAT SHE WILL NOT MAKE ANY ATTEMPT TO IDENTIFY OR CONTACT THE DONOR BY ANY MEANS WHATSOEVER AT ANY TIME, NOW OR IN THE FUTURE, UNLESS BY PRIOR, EXPRESS WRITTEN CONSENT OF THE DONOR.

RECIPIENT AGREES THAT SHE WILL NEVER DIVULGE THE DONOR'S IDENTITY TO ANYONE, BY ANY MEANS WHATSOEVER, NOW OR IN THE FUTURE.

_____ RECIPIENT initial

15. RECIPIENT acknowledges and agrees that she understands that PACIFIC can never be held financially responsible for the upbringing, education, medical care, or general welfare of any child conceived as a result of a reproductive procedure using donor sperm. RECIPIENT further agrees that she will never institute any proceeding or claim against PACIFIC for any costs connected to the raising of any child conceived through the reproductive procedure.
16. PACIFIC has explained to the RECIPIENT that the reproductive procedure with a PACIFIC donor's sperm may be unsuccessful and that a child may not be born as a result of this procedure. RECIPIENT acknowledges and agrees that the sole obligation, for which she holds PACIFIC, is a good faith effort to induce pregnancy through RECIPIENT'S use of donor sperm. RECIPIENT acknowledges and agrees to accept full financial responsibility, and to pay in full all quoted charges for the goods and services provided by PACIFIC, including semen specimens, storage of sperm, medications, and laboratory procedures, regardless of whether or not pregnancy or childbirth result.
17. PACIFIC wants to avoid being a third party to any future litigation relating to the relationships between the following parties: RECIPIENT v. donor; child v. donor; or child v. RECIPIENT. RECIPIENT acknowledges and agrees that she will indemnify, defend and hold harmless PACIFIC, including PACIFIC'S reasonable attorney's fees, and promises not to sue PACIFIC, in any litigation brought between these parties.
18. PACIFIC has explained to RECIPIENT that PACIFIC is required by tissue banking regulations to keep and maintain records of the outcome of each reproductive procedure, including: failure to conceive, each pregnancy, birth, miscarriage, stillbirth or other pregnancy outcome.

RECIPIENT AGREES TO NOTIFY PACIFIC OF THE OUTCOME FROM EACH AND EVERY REPRODUCTIVE PROCEDURE, INCLUDING EACH AND EVERY PREGNANCY, BIRTH, MISCARRIAGE, STILLBIRTH OR OTHER OUTCOME(S) FROM PREGNANCY.

_____ RECIPIENT initial

19. RECIPIENT understands and agrees that she will not use sperm from more than one donor for a reproductive procedure in any same reproductive cycle.
20. RECIPIENT agrees and understands that semen specimens obtained from her PACIFIC donor are for her personal use only.

With this knowledge:

RECIPIENT UNDERSTANDS AND AGREES THAT ANY SPERM SOLD OR DISTRIBUTED TO RECIPIENT MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER PERSON, INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC. RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, ANY USE OF PACIFIC DONOR SPERM WITH PACIFIC'S CONSENT REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT FOR ANY PERSON OTHER THAN RECIPIENT.

_____ RECIPIENT initial

RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, IN ADDITION TO PACIFIC'S CONSENT, PACIFIC DONOR SPERM MAY NOT BE DONATED BY RECIPIENT FOR THE PURPOSE OF RESEARCH WITHOUT THE DONOR'S EXPRESSED WRITTEN CONSENT.

21. RECIPIENT understands and agrees that any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a PACIFIC donor are for her personal use only.

_____ RECIPIENT initial

With this knowledge:

RECIPIENT AGREES THAT ANY EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A PACIFIC DONOR MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER PERSON INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC.

RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, ANY DONATION OF EMBRYO(S) WITH PACIFIC'S CONSENT REQUIRES A PRIOR, SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT WITH THE PERSON RECEIVING ANY SUCH EMBRYO(S).

_____ RECIPIENT initial

RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, IN ADDITION TO PACIFIC'S CONSENT, EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A PACIFIC DONOR MAY NOT BE DONATED BY RECIPIENT FOR THE PURPOSE OF RESEARCH WITHOUT THE DONOR'S EXPRESSED WRITTEN CONSENT.

_____ RECIPIENT initial

- 22. PACIFIC has explained to RECIPIENT and RECIPIENT understands that PACIFIC is required by tissue banking regulations to keep and maintain all RECIPIENT records for a period of at least seven (7) years after the release of semen for a reproductive procedure not resulting in a live birth and for twenty-five (25) years after the release of semen for a reproductive procedure known to have resulted in a live birth. PACIFIC promises that RECIPIENT'S name, address, and any other information which would directly or indirectly identify RECIPIENT shall not be disclosed or released by PACIFIC to any person or entity, except upon the written consent of the RECIPIENT, or except to authorized PACIFIC employees or as required by law. RECIPIENT records are kept confidential in a locked file to which only authorized PACIFIC employees Pacific have access.
- 23. RECIPIENT acknowledges and agrees that she has the right, and has had the opportunity, to seek independent legal counsel with regard to the provisions of this Agreement and its execution.
- 24. RECIPIENT acknowledges and agrees that she signed this Agreement voluntarily and freely, of her own choice, without any coercion, duress or undue influence of any kind whatsoever.
- 25. This Agreement contains the entire understanding of the PARTIES. There are no promises, understandings, agreements or representations between the PARTIES other than those expressly stated in this Agreement.
- 26. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and in no way shall be impaired or invalidated.
- 27. In the event either Party brings a lawsuit to enforce the terms of this Agreement, the PARTIES acknowledge and agree that reasonable attorneys' fees and costs shall be awarded to the prevailing Party. It is the intention of the PARTIES that, regardless of the size of any judgment, the prevailing Party is to be fully compensated for all reasonable attorney's fees and costs.
- 28. The PARTIES acknowledge and agree that the nature and terms of this Agreement shall remain confidential and that the original or a facsimile of this Agreement will be retained by PACIFIC in a confidential file.

IN WITNESS WHEREOF, the PARTIES hereunto have executed this Agreement: [check one]

in the City and County of San Francisco, State of California, on the date noted above.

in the City of Pasadena and county of Los Angeles, State of California, on the date noted above.

Signature of RECIPIENT

Signature of PACIFIC Clinician

Printed name of RECIPIENT

Printed name of PACIFIC Clinician

Pacific Reproductive Services

Medical Certification

Recipients of Pacific Reproductive Services donor sperm are required to undergo a pre-pregnancy medical assessment to rule out evidence of contraindications to pregnancy. Please perform an assessment as you deem appropriate and counsel the patient about any pertinent findings that could cause pregnancy complications.

_____/_____/_____/_____
Patient Last Name First Name DOB Date Of Exam

Clinician Certification

I certify that I have performed a pre-pregnancy assessment of the above-named patient as I have deemed appropriate. I find no evidence of significant contraindications to pregnancy. Please release to her the desired number of semen or sperm specimens for the donor of her choice.

I will will not be performing reproductive procedures on this patient.

I am a: Physician Nurse Practitioner Nurse Midwife Physician Assistant Other

_____/_____/_____/_____
Signature Print Name License # State

Address/City/State/Zip

Phone Specialty

PRS requires renewal of medical certification every 2 years

Please fax or mail to the appropriate office

Pacific Reproductive Services

Agreement For Use Of Cryotank

SAFETY PRECAUTIONS

The frozen sperm, which you are obtaining from Pacific Reproductive Services (PRS), is to be transported in a specially constructed metal cylinder (cryotank) which contains nitrogen vapor, an extremely cold substance. The cryotank is capable of maintaining the specimens in a frozen state for **no longer than five days from the day of delivery.**

The items stored in this vapor may cause serious burns if not handled properly (see handling instructions that accompany your specimens).

If you are in custody of the tank, you must store and transport it in a secure upright position, out of reach of children and pets, and you must wear gloves when accessing specimens from the tank.

RETURN OF TANK

For use of PRS's cryotank, we require that you agree to take responsibility for ensuring the timely return of the tank to PRS - **whether the tank is in your custody or your clinician's custody** - and that the tank is packaged according to our instructions in preparation for transport.

We also require that if the tank is lost, stolen or destroyed (other than by the transport company) you agree to be responsible for the cost of replacing it (approximately \$950.00), and that you leave a credit card number on file to cover any late fees, loss, theft, or damage to the tank.

LATE OR FAILED DELIVERY OF THE TANK TO YOU OR YOUR CLINICIAN

If a late or failed delivery is caused by failure of PRS or the delivery company, PRS will honor claims for the delivery fee (and, if appropriate, loss of the tank contents). However, if a late or failed delivery is caused by weather or other conditions beyond the control of PRS or the delivery company, PRS will not be responsible for losses incurred.

Acknowledgement and Agreement:

I understand and agree that if a late or failed delivery is caused by failure of PRS or the delivery company, PRS will honor claims for the delivery fee (and, if appropriate, loss of the tank contents). However, if a late or failed delivery is caused by weather or other conditions beyond the control of PRS or the delivery company, PRS will not be responsible for losses incurred.

I agree that at any time during which I am in custody of the tank, I will store and transport it in a secure upright position, and out of reach of children and pets.

I understand that no matter whether the tank is shipped to me, transported by me, or shipped to my clinician, I am ultimately responsible for ensuring the tank is returned to PRS by the date due.

I understand that if I pick up the tank from PRS, or have the tank delivered by a local delivery company, there is a \$30 per day tank rental fee, which covers the day the tank is picked up through the end of the following business day. **Tanks must never be left outside PRS's door.**

I understand that if the tank is shipped to me or my clinician by Federal Express, the transport fee covers use of the tank up to the date on the return air-bill. I also understand and agree that if the tank is not shipped back to PRS by the date on the return air-bill my credit card will be *automatically* billed a late fee of \$30 per day for each day past the return ship date, **even if the delay was due to failure of my clinician to return the tank by the due date.**

I further agree that if the tank is lost, stolen or destroyed (other than by the transport company) I will be responsible for the cost of replacing the tank (approximately \$950.00)

I authorize PRS to charge my credit card for any and all charges related to my rental of PRS's cryotank.

_____/_____/_____
Recipient Signature Recipient's Printed Name Date

Credit Card # _____ - _____ - _____

Exp. Date ____/____/____ Credit Card Authorization _____ Billing Add Zip: _____

Pacific Reproductive Services

Notice Of Privacy Practices Summary

This notice is a summary of how your protected health information is used and disclosed and how you can obtain access to this information. A full copy of our [Notice of Privacy Practices](#) is available online or from our Client Services Department at info@pacrepro.com.

Uses and Disclosures of Health Information

We use health information about individuals to provide a treatment plan for clients, to determine donor eligibility, for administrative purposes, and to evaluate the quality of our services.

We may use or disclose identifiable health information about you without your authorization subject to certain requirements for emergencies and when required by law, such as for public health purposes and for law enforcement in specific circumstances. In any other situation, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures.

We may change our policies at any time. Before we make a significant change in our policies, we will change our notice and post the new policies on our website. You may also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

Your Rights

Although your health record is the physical property of the healthcare practitioner or facility that compiled it, the information belongs to you. You have the right to:

- request a restriction on certain uses and disclosures of your information as provided by 45 CFR 164.522
- obtain a paper copy of the notice of privacy practices upon request
- inspect and obtain a copy of your health record as provided for in 45 CFR 164.524
- amend your health record as provided in 45 CFR 164.528
- obtain an accounting of disclosures of your health information as provided in 45 CFR 164.528
- request communications of your health information by alternative means or at alternative locations
- revoke your authorization to use or disclose health information except to the extent that action has already been taken

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed below. You also may send a written complaint to the U.S. Department of Health and Human Services. The person listed below can provide you with the appropriate address upon request.

Our Legal Duty

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

If you have any questions or complaints, please contact: Ken Tak, c/o Pacific Reproductive Services, 444 DeHaro Street #222, San Francisco, CA 94107, Phone (415) 487-2288 or email: kent@pacrepro.com

WRITTEN ACKNOWLEDGEMENT

I acknowledge that I have reviewed this summary and have been given an opportunity to review the full **Notice of Privacy Practices** that provides a description of information uses and disclosures. I understand that I have the right to request restrictions as to how my health information may be used or disclosed and that the organization is not required to agree to the restrictions I request.

Signature of Patient or Legal Representative

Print Name

Date