

# USF-IVF

## Informed Consent for Thawing and Transfer of Previously Cryopreserved Embryos Obtained via *In Vitro Fertilization*

Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M.  
P.M.

### Introduction

During your In Vitro Fertilization (IVF) procedure, you had embryo(s) in addition to those which were transferred in that cycle which were attempted to be frozen. This freezing process (cryopreservation) allows the potential for transferring these embryo(s) without the necessity of going through all of the steps involved with a fresh cycle of IVF.

Although it is likely that a frozen embryo can be maintained indefinitely in a specialized freezer, most IVF programs have a policy limiting the amount of time for which they will be kept. It is possible that the embryo(s) may not survive the steps required for freezing and thawing. If this is the case, the embryo(s) would not be viable and would not be transferred.

### Informed Consent

In consideration of the mutual promises, agreements and covenants set forth herein and for other good and sufficient consideration given, the receipt of which is hereby acknowledged, I,

\_\_\_\_\_  
(Patient's Name) (Patient/Recipient {"Patient"}) and  
\_\_\_\_\_  
(Partners Name if appropriate) (Husband/Partner {"Partner"}) and

the University of South Florida ("USF-IVF") agree and covenant as follows:

1. I do hereby voluntarily request and authorize USF-IVF physicians and staff of USF-IVF to perform procedures associated with thawing and transferring my previously cryopreserved embryo(s).
2. I understand and have discussed with the physicians at USF-IVF that other alternative procedures, including a fresh IVF cycle, may exist to achieve a pregnancy and I have chosen to transfer my frozen embryo(s). I understand that I may chose to not transfer these embryo(s) and have them thawed and discarded or attempted to be donated as an alternative. I understand, acknowledge and agree that the USF-IVF physicians are managing my infertility but that I am responsible for obtaining my general medical care through other physicians.
3. I understand, acknowledge, and agree that the following is a general outline of the steps required for this procedure.
  - (a) An evaluation phase may include blood tests including screening of myself and my partner (if appropriate) for HIV and other infectious diseases and other tests as my physicians deem appropriate.
  - (b) Possible use of medications including hormonal medications. These latter medications may be used to supplement, or replace, my body's own hormones.

- (c) Monitoring may be required, including ultrasound examinations and/or blood tests, to aid in the cycle management including helping to determine the optimal time for embryo transfer.
  - (d) Transfer of one or more embryo(s).
4. I understand, acknowledge, and agree that, despite the USF-IVF physicians' and other employees' proceeding with due care, any of the following may occur which would prevent the establishment of a pregnancy:
- (a) The cycle may be canceled because of a suboptimal cycle preparation due to inadequate response to the supplemental hormones (if given).
  - (b) The embryo(s) may not be recovered or thawed successfully from the freezer and/or cleavage or cell division may not occur after thawing, therefore rendering the embryo(s) non-viable.
  - (c) Technical difficulties may prevent the transfer and/or implantation of the embryo(s) in the uterus may not occur. Medical emergencies with other patients or other unforeseen problems may make an operating room and/or equipment unavailable at the appropriate time for transferring the embryo(s).
  - (d) Routine laboratory handling may result in the unintentional loss or damage to the embryo(s).
5. I understand, acknowledge, and agree that the practice of medicine and surgery is not an exact science and, therefore, that reputable practitioners cannot properly guarantee results; and that no guarantee, warranty or other assurance or promise of any kind has been made by anyone regarding the transfer procedures (or success rates) which have been requested and authorized herein. I understand that Tampa General Hospital is a teaching hospital. I understand that my primary physician at USF-IVF may not be the physician directing my active monitoring (if any), hormonal medications (if any), or embryo transfer and that residents and fellows may actively participate in my care. I understand, acknowledge, and agree that, although it is unlikely, I may need to be hospitalized during the course of my treatment.
6. I understand, acknowledge, and agree that if pregnancy does result from assisted reproductive procedures, there is still the possibility that an ectopic pregnancy, miscarriage, stillbirth or congenital abnormalities (birth defects), complications of childbirth or delivery, undesirable hereditary tendencies of such child or children or other adverse consequences may occur as with any pregnancy.
7. I understand, acknowledge, and agree that the procedures for in vitro fertilization, embryo cryopreservation (freezing), and thawing and transferring of embryo(s) as applied to humans, are relatively new; that more than one embryo may be placed in my uterus and that complicated twins or other multiple births may result from this procedure.
8. I understand, acknowledge, and agree that with the increasing number of embryos transferred that, although the pregnancy rate increases, the complication and multiple gestation rate also increases. I also understand that embryos that are thawed may not be found to be viable. As such, the laboratory may thaw more embryos than I wish to transfer to obtain the number that I desire to transfer. I understand that, although unlikely, more embryos may survive the thawing process than I have consented to transfer. If this happens, I will have the ability to discuss my options with my USF-IVF physician or USF-IVF staff member.

9. I do hereby consent to the thawing of previously frozen embryo(s) to allow transfer to my uterus of up to \_\_\_\_\_ embryo(s).

(Fill in number)

I understand that the USF-IVF embryology staff will use their judgment in choosing which of my embryos to thaw and that this may include embryos that were frozen at different stages of development. I understand that I may ask a USF-IVF staff member to check to see how many embryo(s) that I have available. I understand that there may not be this number actually available based on a lesser number of embryo(s) that survive the freezing/thawing process. Furthermore, embryo(s) that are thawed successfully may not be found to be viable on the day of the transfer and, as such, would not be transferred.

10. I authorize the disposition of any non-viable embryo(s) and the surrounding fluid and cells.
11. My USF-IVF physician has discussed, and I understand, that unforeseeable problems or complications sometimes occur with an embryo transfer, as with any procedure, however minor. Included in these risks are:
- . Damage to organs.
  - . Excessive bleeding.
  - . Infection.

I understand that this list is **not** complete and my USF-IVF physician has discussed with me that other unforeseen risks do exist and that additional procedures may be required and I consent to those procedures which my USF-IVF physician deems necessary.

12. USF-IVF makes no representation, express or implied, with respect to the nature of the legal relationship of any child born as the result of the procedures. I understand that I have the option of consulting with my personal attorney in this regard.
13. I understand, acknowledge, and agree that insurance coverage for the procedures may not be available in whole or in part, and accept all financial responsibility and agree to pay to USF-IVF all charges for these procedures and all other expenses and costs incurred subsequent to the procedures by us and/or any pregnancy and complications and any child or children born as a result of such procedures. Patient and partner agree to provide support, financial and otherwise, for the future welfare of any children born from such procedures regardless of their matrimonial status.
14. I shall indemnify and hold harmless USF-IVF, its physicians, university board of trustees, officers, agents and employees, their respective successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorney's fees, incurred or suffered by USF-IVF, its university board of trustees, officers, physicians, agents or employees arising out of or related in any manner to any claim or cause of action, whether threatened or actual, which claim or cause of action directly or indirectly involves USF-IVF, its physicians, university board of trustees, officers, agents or employees, made or brought against by or on behalf of (i) either or both of Patient and Partner or (ii) any child or children born from such procedures.
15. I agree to notify USF-IVF of the birth of any children as a result of the procedure.
16. I acknowledge and agree that each of us has read this consent and contract, understands it and has received a copy thereof, if I so desire.

17. This consent constitutes the entire agreement of the parties hereto with respect to the subject matter thereof and supersedes any prior agreement, whether written or oral, among the parties with respect to the subject matter hereof. This contract shall not be assignable in whole or in part by Patient or Partner (if applicable). This contract shall not be amended or altered except in writing signed by all the parties hereof. The obligations of Patient and Partner hereunder shall be the joint and several obligations of Patient and Partner. This contract shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed or caused this contract to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Patient: \_\_\_\_\_ print name: \_\_\_\_\_  
(Signature)

Partner: \_\_\_\_\_ print name: \_\_\_\_\_  
(Signature)

Physician: \_\_\_\_\_  
(Signature)

Frozen embryo transfer consent reviewed 5/14/10