

**DESIGNATED DONOR: A DONOR WHO IS KNOWN TO THE RECIPIENT AT THE TIME OF  
THE INSEMINATION AT RAINBOW FLAG HEALTH SERVICES**

1. The four reasons for this document are:

a. to enable the RECIPIENT to receive fresh insemination using the DONOR as a fresh semen donor and to give Stewart Blandón, M.D., a licensed physician and the Medical Director, of RAINBOW FLAG HEALTH SERVICES permission to supervise this insemination. The three parties involved in this document, the RECIPIENT, the DONOR and RAINBOW FLAG HEALTH SERVICES, may hereafter be referred to as the Parties.

b. to conform the California Health and Safety Code Division 2 - Chapter 4.2 Section 1644.5 which states: "No tissues shall be transferred into the body of another person by means of transplantation, unless the donor of the tissues has been screened and found nonreactive by laboratory tests for evidence of infection with HIV, agents of viral hepatitis (HBV and HCV), human T lymphotropic virus-1 (HTLV-1), and syphilis, except in the following instances:

- i) A recipient of sperm, from a sperm donor known to the recipient, may waive a second or other repeat testing of that donor if the recipient is informed of the requirements for testing donors under this section and signs a written waiver.
- ii) A recipient of sperm may consent to therapeutic insemination of sperm or use of sperm in other advanced reproductive technologies even if the sperm donor is found reactive for hepatitis B, hepatitis C, or syphilis if the sperm donor is the spouse of, partner of, or designated donor for that recipient. The physician providing insemination or advanced reproductive technology services shall advise the donor and recipient of the potential medical risks associated with receiving sperm from a reactive donor. The donor and the recipient shall sign a document affirming that each comprehends the medical repercussions of using sperm from a reactive donor for the proposed procedure and that each consents to it. Copies of the document shall be placed in the medical records of the donor and the recipient.
- iii) Sperm whose donor has tested reactive for syphilis may be used for the purposes of insemination or advanced reproductive technology only after the donor has been treated for syphilis. Sperm whose donor has tested reactive for hepatitis B may be used for the purposes of insemination or advanced reproductive technology only after the recipient has been vaccinated against hepatitis B."

The DONOR has been found to be reactive for (check all that apply):

- Hepatitis B and the recipient has been vaccinated against hepatitis B
- Hepatitis C
- Syphilis and he has been treated for syphilis
- None of the above

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RECIPIENT'S initials

\_\_\_\_\_  
DONOR'S initials

c. to conform to Food and Drug Administration (FDA) regulations which requires that a directed reproductive donor must be tested for Hepatitis B, Hepatitis C, Syphilis, HTLV 1 & 2, HIV 1 & 2, CMV, Gonorrhea and Chlamydia within a week before each insemination OR a donor who is a sexually intimate partner for whom retesting is not required. The FDA defines a directed reproductive donor as "a donor of reproductive cells or tissue to a specific recipient, and who knows and is known by the recipient before donation. The term directed reproductive donor does not include a sexually intimate partner." The FDA does not define the term "sexually intimate partner." A sperm donor who is a sexually intimate partner of the recipient is defined as a donor whom the recipient has been intimate with by being exposed to the donor's bodily fluids to the point that a child could have been conceived.

To conform to the FDA regulations we affirm that the DONOR is a (check only one):

- directed reproductive donor
- a sperm donor who is a sexually intimate partner as defined above

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RECIPIENT'S initials

\_\_\_\_\_  
DONOR'S initials

The RECIPIENT and the DONOR acknowledge they have discussed the above testing requirements and that their questions have been answered and they affirm that each comprehends the medical repercussions of using sperm from a reactive donor for the proposed procedure and that each consents to it.

d. to conform to California Family Code Section 7613(b) which states:

“The donor of semen provided to a licensed physician and surgeon for use in artificial insemination of a woman other than the donor's wife is treated in law as if he were not the natural father of a child thereby conceived.” This document serves to inform both the RECIPIENT and the DONOR that, under California law, the DONOR is not the legal father of any children conceived of inseminations when he gives his semen to RAINBOW FLAG HEALTH SERVICES and RAINBOW FLAG HEALTH SERVICES gives the DONOR's semen to the RECIPIENT. The RECIPIENT and the DONOR understand that the DONOR **will have no rights or obligations** with respect to either the RECIPIENT or any children conceived as a result of artificial insemination with the use of his semen. The DONOR agrees that 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 artificial insemination using his semen. The RECIPIENT agrees that from the moment of conception she accepts all legal, financial and moral responsibility for any child(ren) born as a result of the artificial insemination procedure.**

For the purpose of this document fresh insemination is defined as using semen of a donor within hours of ejaculation.

#### RISKS OF FRESH ARTIFICIAL INSEMINATION

2. After one is infected there is a period of time before that infection shows up on a screening test. Therefore, the DONOR may be screened and found nonreactive by laboratory tests for evidence of infection with HIV, agents of viral hepatitis (HBV and HCV), human T lymphotropic virus-1 (HTLV-1), and syphilis at the time of the insemination, however, the DONOR may, in fact, be infected with any or all of these diseases. Tests for these diseases usually become positive within six (6) months. By not using frozen semen and not waiting six (6) months to retest the DONOR the RECIPIENT is acknowledging that she is potentially putting herself and her potential child at risk for exposure to, and infection with, these diseases.

#### RISK OF THE INTRAUTERINE INSEMINATION (IUI)

3. The RECIPIENT acknowledges that RAINBOW FLAG HEALTH SERVICES has explained the possible risks of IUI if an IUI is performed by RAINBOW FLAG HEALTH SERVICES which includes, but is not limited to, infection, cramping, bleeding and uterine perforation.

With this knowledge of the **RISKS OF FRESH ARTIFICIAL INSEMINATION AND/OR IUI:**

**The RECIPIENT does hereby release and absolve RAINBOW FLAG HEALTH SERVICES, and any of its health practitioners, from any and all responsibility or liability, whatsoever, for any complication, either physical, mental or legal, including but not limited to, any incidental development of a sexually transmitted disease in the RECIPIENT or in any fetus/child, or birth defect, serious illness, physical and/or mental characteristics of a child(ren) conceived as a result of fresh artificial insemination using fresh semen received from RAINBOW FLAG HEALTH SERVICES given to them by the above named DONOR.**

4. The DONOR and RECIPIENT acknowledge that they are not married to each other.

#### FROZEN INSEMINATIONS

5. If the RECIPIENT and DONOR choose to freeze some of the DONOR's semen, they agree they will also sign the addendum to this agreement entitled: Frozen Insemination with a DONOR Who is Known to the RECIPIENT at the Time of the Insemination at RAINBOW FLAG HEALTH SERVICES

#### RAINBOW FLAG HEALTH SERVICES IS NOT RESPONSIBLE FOR CHILD

6. The RECIPIENT acknowledges and agrees that she understands that RAINBOW FLAG HEALTH SERVICES can never be held financially responsible for the upbringing, education, medical care, or general welfare of any child(ren) conceived as a result of the artificial insemination procedure. The RECIPIENT agrees that she will never institute

any proceeding or claim against RAINBOW FLAG HEALTH SERVICES for any costs connected to raising a child conceived through fresh artificial insemination.

#### RECIPIENT MAY NOT GET PREGNANT

7. RAINBOW FLAG HEALTH SERVICES has explained to the RECIPIENT and the DONOR that fresh artificial insemination may be unsuccessful and that a child may not be born as a result of the procedure. The RECIPIENT and the DONOR acknowledges and agrees that the sole obligation for which they hold RAINBOW FLAG HEALTH SERVICES or any of its health practitioners responsible is a good faith effort to induce pregnancy through the fresh artificial insemination procedure. The RECIPIENT the DONOR acknowledges and understands that analysis is not done on every semen sample and that the DONOR's sperm count may vary greatly from sample to sample. The RECIPIENT and the DONOR acknowledges and agrees to accept full financial responsibility, and to pay in full all quoted charges for the services rendered by RAINBOW FLAG HEALTH SERVICES, including, but not limited to, semen analysis, medications, clinical procedures, laboratory procedures, x-ray examinations and anesthesia regardless of whether or not pregnancy or childbirth result.
8. The RECIPIENT and the DONOR acknowledge and agree that they have been advised by RAINBOW FLAG HEALTH SERVICES to seek independent legal counsel with regard to the provisions of this agreement and its execution.
9. The RECIPIENT acknowledges and agrees with RAINBOW FLAG HEALTH SERVICES' opposition to the genital mutilation of all children and has decided she will not circumcise any child she bears.
10. The RECIPIENT and the DONOR acknowledge and agree that they signed this agreement voluntarily and freely, of her own choice, without coercion, duress or undue influence of any kind whatsoever.
11. 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.
12. 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 rest of this agreement shall remain in full force and effect and in no way shall be impaired or invalidated.

#### MEDIATION/BINDING ARBITRATION BETWEEN THE PARTIES

13. Each Party acknowledges and agrees that any and all disputes pertaining to this agreement which arises between them shall be submitted to mediation and if that is unsuccessful then to binding arbitration according to the following procedures:

##### MEDIATION

- a. The request for mediation may be made by either Party and shall be in writing and delivered to the other Party;
- b. The mediation shall take place in the state and county chosen by the RAINBOW FLAG HEALTH SERVICES, if RAINBOW FLAG HEALTH SERVICES is not involved then the RECIPIENT will choose the place;
- c. Pending the outcome of the mediation there shall be no change in the language of this agreement;
- d. The mediator will be either mutually agreed upon or if there is no agreement then each Party will choose one person, these two or three people will meet and choose the mediator;
- e. If the dispute is not resolved after four mediation sessions then the issue will be submitted to Binding Arbitration;

##### BINDING ARBITRATION

- a. The request for arbitration may be made by any of the Parties and shall be in writing and delivered to the other Party or Parties;
- b. The arbitration shall take place in the state and county chosen by the RAINBOW FLAG HEALTH SERVICES, if RAINBOW FLAG HEALTH SERVICES is not involved then the RECIPIENT will choose the place;
- c. Pending the outcome of the arbitration there shall be no change in the language of this agreement;
- d. The arbitration panel that will resolve any dispute regarding this agreement shall consist of three or four persons: one person chosen by each Party involved and the third or fourth person chosen by the other two or three other members of the panel;

- e. Within twenty-one (21) calendar days following the written request for arbitration, the arbitrators will be chosen;
- f. Within twenty-one (21) calendar days following the selection of all members of the arbitration panel, the panel will hear the dispute between the Parties;
- g. The Parties may be present or may send a representative if they are unable or choose not to attend;
- h. The Parties agree that both or all will request the arbitration panel to consider the best interests of the child(ren), if the dispute involves child(ren), as paramount importance, outweighing the interests of the Parties;
- i. Within seven (7) days subsequent to the hearing, the arbitration panel will make a decision and communicate that decision in writing to each Party;
- j. The arbitration panel will also decide how the cost of the arbitration will be divided between the Parties and that decision will be communicated in writing to the Parties at the same time as their decision;
- k. The above process may be forsaken and an existing Gay and/or Lesbian arbitration panel may be used should the Parties agree to submit the dispute to them.

14. In the event that any Party refuses to abide by binding arbitration defined by paragraph 12 and brings a lawsuit, the Parties agree that all Parties will request the court to consider the best interests of the child(ren), if the dispute involves child(ren), as paramount importance, outweighing the interests of any Party. The Parties also agree that attorney's fees and costs shall be awarded to the prevailing Party.

**NOTIFICATION OF PREGNANCY OR BIRTH WITHIN 60 DAYS**

15. The RECIPIENT acknowledges and agrees that RAINBOW FLAG HEALTH SERVICES needs timely information on pregnancies and birth outcome. The RECIPIENT agrees to notify RAINBOW FLAG HEALTH SERVICES of all pregnancies and birth outcomes within 60 days of the occurrence. The RECIPIENT authorizes RAINBOW FLAG HEALTH SERVICES to contact her if she ceases using RAINBOW FLAG HEALTH SERVICES' services and did not report a pregnancy or birth.

16. 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 rest of this agreement shall remain in full force and effect and in no way shall be impaired or invalidated.

The Parties have executed this agreement in the City of Alameda, California.

_____ Signature of RECIPIENT	_____ Initials	_____ Print Name	_____ Date
_____ Signature of DONOR	_____ Initials	_____ Print Name	_____ Date
_____ Signature for RAINBOW FLAG HEALTH SERVICES		_____ Print Name	_____ Date

**FROZEN INSEMINATION WITH A DONOR WHO IS KNOWN TO THE RECIPIENT AT THE TIME OF THE INSEMINATION AT RAINBOW FLAG HEALTH SERVICES**

1. This document is an addendum to: Designated Donor: A DONOR who is known to the RECIPIENT at the Time of the Insemination at RAINBOW FLAG HEALTH SERVICES. The purpose of this document is to provide for situation where, for convenience or safety reasons, the RECIPIENT may use the frozen semen of the DONOR.
2. Once the DONOR has deposited his semen with RAINBOW FLAG HEALTH SERVICES he agrees and recognizes that he relinquishes all rights to his semen and his semen becomes the property of the RECIPIENT.
3. The RECIPIENT agrees and recognizes that although she is the owner of the DONOR'S semen her access to that semen are subject to the rules, regulations and schedule of RAINBOW FLAG HEALTH SERVICES. She agrees and understands that if her account is not kept current with RAINBOW FLAG HEALTH SERVICES, the frozen semen may be discarded. Additionally, the RECIPIENT is aware that any changes in the law or regulations of the State of California also may impede or restrict her access to the DONOR'S semen.
4. If the DONOR, prior to the use of his frozen semen, decides he no longer wishes the RECIPIENT to have access to his semen, the DONOR and RECIPIENT may agree to the following option. If agreed upon, the option will be initialed by both the DONOR and RECIPIENT.

**OPTION**

The RECIPIENT agrees that she will stop using the DONOR'S semen and she give RAINBOW FLAG HEALTH SERVICES permission to dispose of the DONOR'S semen whenever the DONOR makes such a request in writing. The DONOR'S request must read: Upon receipt of this notice please stop using my frozen semen for insemination and dispose of it. The DONOR and the RECIPIENT agree to one of the following economic options.

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RECIPIENT'S initials                  DONOR'S initials

i) The RECIPIENT agrees that she will not seek reimbursement from the DONOR for the cost of freezing and storing his semen.

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RECIPIENT'S initials                  DONOR'S initials

ii) The DONOR understands and agrees he will reimburse the RECIPIENT for any pro rated costs of freezing and storing the portion of the DONOR'S semen that the RECIPIENT will be denied access to. RAINBOW FLAG HEALTH SERVICES will inform the DONOR and the RECIPIENT what the pro rated cost is.

\_\_\_\_\_  
RECIPIENT'S initials                  DONOR'S initials

\_\_\_\_\_  
Signature of RECIPIENT                  Initials                  Print Name                  Date

\_\_\_\_\_  
Signature of DONOR                  Initials                  Print Name                  Date

\_\_\_\_\_  
Signature for RAINBOW FLAG HEALTH SERVICES                  Print Name                  Date

**California Residents:**

The Recipient and I are registered Domestic Partners with the State of California or we are married and I consent to the artificial insemination of my Domestic Partner or wife and declare that should she bear a child or children as the result of inseminations assisted by Rainbow Flag Health Services & Sperm Bank, the child(ren) shall be treated for all purposes as my own natural child(ren).

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

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**Non-California Residents:**

We are a committed couple and it is our intent that both of us be recognized as the parents of any child or children who result from any inseminations assisted by Rainbow Flag Health Services & Sperm Bank.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date