

**UNIVERSITY OF FLORIDA J. HILLIS MILLER HEALTH CENTER SELF INSURANCE PROGRAM**

**VOLUNTEER ASSIGNMENT AND PROFESSIONAL LIABILITY QUESTIONNAIRE**

**for  
Volunteer Faculty**

This document is designed to describe the parameters of volunteer clinical activities, to obtain risk management information and to establish the liability exposure of the Florida Board of Governors to claims arising from professional acts of volunteers of the Health Science Center. This is not an insurance application. Questions about liability protection afforded volunteers are addressed within this questionnaire and can also be referred to the Self-Insurance Program Office, Gainesville (352-273-7006)

**GENERAL INFORMATION - TO BE COMPLETED BY VOLUNTEER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Social Security # \_\_\_\_\_ FL License #: \_\_\_\_\_

Date of This Questionnaire: \_\_\_\_\_ UF ID #: \_\_\_\_\_

Current Employment: \_\_\_\_\_

Private Prof. Liability Carrier: \_\_\_\_\_

Have you ever plead "nolo contendere" (no contest) to or been convicted or found guilty (even if adjudication withheld) of

- a first degree misdemeanor Yes \_\_\_\_\_ No \_\_\_\_\_
- a felony Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list the date(s) and fully explain offense and disposition: \_\_\_\_\_

Has any insurance company ever agreed to write you insurance on special terms, or canceled or refused to renew your malpractice insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your understanding of the insurer's reason? \_\_\_\_\_

Has any claim or suit been brought against you or your employer or any other person or entity responsible for your acts as a physician? Yes \_\_\_\_\_ No \_\_\_\_\_

**If yes, complete Supplemental Claims Information Form**

List all hospitals at which you have medical staff privileges: \_\_\_\_\_

Have your practice privileges ever been limited, suspended, revoked or canceled? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, full details are required in writing)

Have your practice privileges ever been limited, suspended, revoked, or canceled, either temporarily or permanently, by any hospital, HMO, or other health care facility or provider? Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, full details are required in writing)

**THIS SECTION IS TO BE COMPLETED BY DEPARTMENT CHAIRMAN OR DIVISION CHIEF**

Department: \_\_\_\_\_

Division: \_\_\_\_\_

**Assigned Patient Care Activities**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Assigned Patient Care Practice Locations (hospitals, clinics, etc.):**

|                             |                           |
|-----------------------------|---------------------------|
| _____ Shands at UF          | _____ Shands Lake Shore   |
| _____ Shands at AGH         | _____ Shands at Live Oak  |
| _____ Shands Rehab Hospital | _____ Shands at Starke    |
| _____ Shands Vista Pavilion | _____ Shands Jacksonville |

|                          |                 |
|--------------------------|-----------------|
| _____ Amb Surgery Center | Identify: _____ |
| _____ Clinic(s)          | Identify: _____ |
| _____ VA Hospital        | Identify: _____ |
| _____ Other              | Identify: _____ |

**LIABILITY RATING INFORMATION**

**THE FOLLOWING INFORMATION WILL BE USED TO DETERMINE THE COLLEGE OF MEDICINE'S CONTRIBUTION TO THE SELF INSURANCE PROGRAM BASED ON THE EXPOSURE CLASSIFICATION OF THE VOLUNTEER. Check approved clinical services to be performed by above named volunteer on behalf of the University of Florida.**

**Surgery Class:**

|              |   |
|--------------|---|
| <b>NONE</b>  | <b>Includes</b> incision of boils & superficial fascia, suturing of minor lacerations and non-surgical removal/excision of superficial skin lesions.<br><b>Excludes</b> performing and/or assisting with surgery or OB procedures.  |
| <b>MINOR</b> | <b>Includes</b> simple operations not considered to involve a risk to life, circumcisions, & non-major OB procedures. <b>Excludes</b> all surgeries and procedures that meet the criteria of major surgery.   |
| <b>MAJOR</b> | <b>Includes</b> removal of tumors, open bone fractures, amputations, removal of any gland or organ, plastic surgery, tonsillectomy, adenoidectomy, caesarean section, and any operation in or upon any body cavity including but not limited to cranium, thorax, abdomen or pelvis or any other operation which because of the condition of the patient or the length or circumstances of the operation presents a distinct hazard to life. |

**Medical or Surgical Specialty:**

|                            |                       |                         |                     |
|----------------------------|-----------------------|-------------------------|---------------------|
| _____ Anesthesiology       | _____ Neurology       | _____ Pathology         | _____ Radiology     |
| _____ Emergency Medicine   | _____ OB & Gynecology | _____ Pediatrics        | _____ Surgery       |
| _____ Family Practice/Gen. | _____ Ophthalmology   | _____ Podiatry          | _____ Other, define |
| _____ Internal Medicine    | _____ Orthopaedics    | _____ Psychiatry        | _____               |
| _____ Neurological Surgery | _____ Otolaryngology  | _____ Radiation Therapy | _____               |

**Medical or Surgical Sub-Specialty:**

|                              |                          |                              |                          |
|------------------------------|--------------------------|------------------------------|--------------------------|
| _____ Abdominal              | _____ Gynecology         | _____ Ophthalmology          | _____ Psychiatry         |
| _____ Aerospace Medicine     | _____ Hand               | _____ Oral Surgery           | _____ Psychoanalysis     |
| _____ Allergy                | _____ Head & Neck        | _____ Orthopaedics           | _____ Psychosomatic Med. |
| _____ Broncho-Esophagology   | _____ Hematology         | _____ Otolaryngology         | _____ Pulmonary          |
| _____ Cardiac                | _____ Infectious Disease | _____ Otorhinolaryngology    | _____ Radiology          |
| _____ Cardiovascular Disease | _____ Intensive Care     | _____ Otorhinolarynx/Plastic | _____ Rheumatology       |
| _____ Colon & Rectal         | _____ Laryngology        | _____ Pain Management        | _____ Rhinology          |
| _____ Dermatology            | _____ Neonatology        | _____ Pathology              | _____ Schlerotherapy     |
| _____ Diabetes               | _____ Neoplastic Disease | _____ Pediatrics             | _____ Thoracic           |
| _____ Endocrinology          | _____ Nephrology         | _____ Pharmacology, Clin.    | _____ Traumatic          |
| _____ Family Practice        | _____ Nuclear Medicine   | _____ Physiatry              | _____ Urology            |
| _____ Forensic Medicine      | _____ Neurology          | _____ Physical Med/Rehab     | _____ Vascular           |
| _____ Gastroenterology       | _____ Nutrition          | _____ Plastic                | _____ Other (define):    |
| _____ General                | _____ Obstetrics         | _____ Podiatry               | _____                    |
| _____ Geriatrics             | _____ Occupational Med.  | _____ Preventative Med.      | _____                    |

**Medical Techniques or Procedures:**

\_\_\_\_\_ Acupuncture (other than acupuncture anesthesia)  
 \_\_\_\_\_ Angiography  
 \_\_\_\_\_ Arteriography  
 \_\_\_\_\_ Catheterization (see exclusion 1 below)  
 \_\_\_\_\_ Colonoscopy  
 \_\_\_\_\_ Discogram  
 \_\_\_\_\_ Endoscopic Retrograde Cholangiopancreatography  
 \_\_\_\_\_ Electroconvulsive Therapy  
 \_\_\_\_\_ Laparoscopy  
 \_\_\_\_\_ Lasers

\_\_\_\_\_ Lymphangiography  
 \_\_\_\_\_ Myelography  
 \_\_\_\_\_ Needle Biopsy (see exclusion 2 below)  
 \_\_\_\_\_ Phlebography  
 \_\_\_\_\_ Pneumatic or Mechanical Esophageal Dilation (see exclusion 3 below)  
 \_\_\_\_\_ Pneumoencephalography  
 \_\_\_\_\_ Radiation Therapy  
 \_\_\_\_\_ Radiopaque Dye Injections into blood vessels, lymphatics, sinus tracts or fistulae (see excl 4 below)

- Exclusion 1: Does not include occasional emergency insertion of pulmonary wedge pressure recording or temporary pacemaker, urethral caths, or umbilical cord cath for diagnostic purpose or for monitoring blood gases in newborns on oxygen.  
 Exclusion 2: Does not include fine needle aspiration, and does not include liver, kidney or bone marrow biopsy  
 Exclusion 3: Does not include dilation with bougie or olive  
 Exclusion 4: Not applicable to Radiologists

**Dental Specialty or Procedures:**

\_\_\_\_\_ Oral Surgery  
 \_\_\_\_\_ General Dentistry  
 \_\_\_\_\_ Other (define): \_\_\_\_\_

**Nursing Specialty or Procedures:**

Please define \_\_\_\_\_

**Pharmacy Specialty or Procedures:**

Please define \_\_\_\_\_

**Public Health & Health Professions Specialty or Procedures:**

Please define \_\_\_\_\_

**Veterinary Medicine Specialty or Procedures:**

Please define \_\_\_\_\_

**ASSIGNMENT, ACKNOWLEDGMENT AND APPROVAL**

Beginning/ending dates of volunteer activities: \_\_\_\_\_ through \_\_\_\_\_  
 Volunteer dates should not overlap fiscal years. Volunteer appointments expire at the end of the academic year. Volunteer PLQs are required each fiscal year.

Number of hours per month the volunteer will provide clinical services on behalf of UF: \_\_\_\_\_

\_\_\_\_\_  
Volunteer (signature) Date

\_\_\_\_\_  
Chairman or Division Chief (signature) Date

\_\_\_\_\_  
Dean or Associate Dean (signature) Date

**INCIDENT REPORTING REQUIREMENTS**  
of  
**UNIVERSITY OF FLORIDA J. HILLIS MILLER HEALTH CENTER SELF INSURANCE PROGRAM**

**Non-Delegable Responsibility:**

Each individual who is an employee or agent of a protected entity of the Program has a non-delegable responsibility to report to the Program any occurrence or circumstance which has the potential of becoming a liability claim against yourself and/or your employer and/or the facility at which the circumstance occurred.

**Incidents or Circumstances Required to be Reported:**

Recognizing that no definition of a reportable incident will cover all circumstances and that it is often the magnitude of an injury rather than the actual quality of the care delivered that causes malpractice claims to be filed, the following conditions or incidents are among those which must be reported if they manifest while the patient is undergoing therapy or surgery.

- A. Death
- B. Brain damage (permanent or temporary)
- C. Spinal damage
- D. Paralysis, paraplegia, quadriplegia
- E. Surgical procedure on the wrong patient
- F. Attempted wrong site surgery, to include prepping the wrong site
- G. Wrong site or wrong procedure surgery
- H. Any condition that requires transfer to a higher level of care within or outside the facility
- I. Retained foreign body, irrespective of intent
- J. Procedures to remove unplanned retained object
- K. Surgical repair of injuries or damage from planned surgical procedure where damage is not a recognized specific risk disclosed to the patient and documented through informed consent process
- L. Total or partial loss of limb, or loss of the use of a limb
- M. Sensory organ or reproduction organ impairment
- N. Disability or disfigurement
- O. Any birth to a term baby that is stillborn or expires shortly after delivery
- P. Injury/death to either mother or child during delivery
- Q. Delay or misdiagnosis of a patient's condition resulting in increased morbidity
- R. Injury to any part of the anatomy not undergoing treatment
- S. Any assertion by a patient of medical injury or a threat of litigation
- T. Allegations of rape or sexual abuse or misconduct
- U. Patient or family assertion that no consent was obtained for treatment (medical or surgical)
- V. Any condition requiring specialized medical attention resulting from non-emergency medical intervention to which the patient has not given informed consent
- W. Infant abduction or discharge of an infant to the wrong parents
- X. Any other unexpected or adverse outcome or an event where established policy or procedure was not followed
- Y. Any other condition that you feel may result in a claim

**Standard reporting guideline:**

The best guideline to follow for determination of whether a circumstance is reportable is that of common sense, sustained by the ever present awareness of the possibility of a claim. The standard practice should be: **when in doubt, report.**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

The undersigned hereby authorizes the release of information as specified below to:

***The University of Florida J. Hillis Miller Health Center Self Insurance Program, hereafter referred to as "Program".***

The undersigned hereby authorizes his/her present and prior professional liability insurance carriers and any and all attorneys who have represented the undersigned in connection with any claim of professional liability to release to the below named, upon its request, information regarding closed, pending, or anticipated claims and any underwriting or other information which in the judgment of any such carrier, attorney or the Program may have a bearing upon his/her professional liability risk factors.

The undersigned also authorizes all medical associations, medical societies and managed care organizations in which he/she is or has been a member, all hospitals in which he/she now holds or has held staff privileges, the state board of medical examiners for the state in which he/she has practiced, the state department of public health for the state in which he/she has practiced or resided, motor vehicle departments, and any and all physicians having information regarding the undersigned, to release to the Program upon its request any information any such person or entity may have which, in the judgment of any such person or entity, has a bearing upon his/her professional liability risk factors.

\_\_\_\_\_  
(name, typed or printed)

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**UNDERWRITING FORM - CLAIM SUPPLEMENT**

Name: \_\_\_\_\_

**Patient (or Plaintiff)**

\_\_\_\_\_

**Date of Incident**

\_\_\_\_\_

**If no lawsuit, how did you become aware of this as a potential or actual malpractice claim?**

\_\_\_\_\_

\_\_\_\_\_

**Where did the incident occur (facility, city and state)?**

\_\_\_\_\_

\_\_\_\_\_

**Give a summary of the allegations or potential allegations:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Give a summary of the alleged or potentially alleged injuries/damages:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Give a summary of your involvement in the patient's treatment:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If the claim has been resolved, provide details, dates, and amounts:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If the claim has not been resolved, provide current status:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Defense Attorney (name/address):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Insurer (name/address):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attach an additional sheet if you need additional space or wish to provide additional information.**

## GENERAL UNDERSTANDING AND AGREEMENTS

A volunteer of a state agency, as defined under Florida law is a person who voluntarily provides services to the state agency with no monetary or material compensation. A regular-service volunteer is one who engages in specific voluntary service activities on an ongoing or continuous basis. A volunteer is entitled to certain benefits described under Florida law including immunity to liability claims (as set forth in F.S. 768.28) for clinical acts and omissions which occur within the scope of those volunteer services. The Florida Board of Governors provides professional liability protection for these activities through the University of Florida J. Hillis Miller Health Center Self-Insurance Program.

The document and supplements hereto specify the scope of volunteer activities of the individual identified herein. **To ensure personal immunity as described in 768.28, F.S., the volunteer agrees to confine volunteers activities to those delineated herein and in supplements hereto, and the College of Medicine agrees to comply with the requirements of F.S. 110.503.**

The individual identified herein waives any interest in patient fees generated as a result of volunteer patient services.

The volunteer or the Chairman or Associate Chairman may terminate the volunteer activities at any time through written notice to the other. Any change in the time frame, scope, and/or location of volunteer's services must be timely documented in a supplement hereto.

The volunteer will provide to the Chairman or Associate Chairman a periodic record of the hours of volunteer service at each approved clinical site, which will be provided to the Self Insurance Program upon our request.

### FLORIDA STATUTE, CHAPTER 110, PART IV (VOLUNTEERS)

#### 110.501 Definitions - As used in this act:

- (1) "Volunteer" means any person who, of his or her own free will, provides goods or services, or conveys an interest in or otherwise consents to the use of real property pursuant to s. 260, to any state department or agency, or non-profit organization, with no monetary or material compensation. A person registered and serving in Older American Volunteer Programs authorized by the Domestic Volunteer Service Act of 1973, as amended (Pub. L. No. 93-113), shall also be defined as a volunteer and shall incur no civil liability as provided by s. 768.1355. A volunteer shall be eligible for payment of volunteer benefits as specified in Pub. L. No. 93-113, this section, and s. 430.204.
- (2) "Regular-service volunteer" means any person engaged in specific voluntary service activities on an ongoing or continuous basis.
- (3) "Occasional-service volunteer" means any person who offers to provide a one-time or occasional voluntary service.
- (4) "Material donor" means any person who provides funds, materials, employment, or opportunities for clients of state departments or agencies, without monetary or material compensation.

#### 110.502 Scope of act; status of volunteers

- (1) Every state department or state agency, through the head of the department or agency, secretary of the department, or executive director of the department, is authorized to recruit, train, and accept, without regard to requirements of the State Career Service System as set forth in part II of this chapter, the services of volunteers, including regular-service volunteers, occasional-service volunteers, or material donors, to assist in programs administered by the department or agency.
- (2) Volunteers recruited, trained, or accepted by any state department or agency shall not be subject to any provisions of law relating to state employment, to any collective bargaining agreement between the state and any employees' association or union, or to any laws relating to hours of work, rates of compensation, leave time, and employee benefits, except those consistent with s. 110.504. However, all volunteers shall comply with applicable department or agency rules.
- (3) Every department or agency utilizing the services of volunteers is hereby authorized to provide such incidental reimbursement or benefit consistent with the provisions of s. 110.504, including transportation costs, lodging, and subsistence, recognition, and other accommodations as the department or agency deems necessary to assist, recognize, reward, or encourage volunteers in performing their functions. No department or agency shall expend or authorize an expenditure therefor in excess of the amount provided for to the department or agency by appropriation in any fiscal year.
- (4) Persons working with state agencies pursuant to this part shall be considered as unpaid independent volunteers and shall not be entitled to unemployment compensation.

#### 110.503 Responsibilities of departments and agencies - Each department or agency utilizing the services of volunteers shall:

- (1) Take such actions as are necessary and appropriate to develop meaningful opportunities for volunteers involved in state-administered programs.
- (2) Comply with the uniform rules adopted by the Department of Management Services governing the recruitment, screening, training, responsibility, use, and supervision of volunteers.
- (3) Take such actions as are necessary to ensure that volunteers understand their duties and responsibilities.
- (4) Take such actions as are necessary and appropriate to ensure a receptive climate for citizen volunteers.
- (5) Provide for the recognition of volunteers who have offered continuous and outstanding service to state-administered programs. Each department or agency using the services of volunteers is authorized to incur expenditures not to exceed \$100 each plus applicable taxes for suitable framed certificates, plaques, or other tokens of recognition to honor, reward, or encourage volunteers for their service.
- (6) Recognize prior volunteer service as partial fulfillment of state employment requirements for training and experience pursuant to rules adopted by the Department of Management Services.

#### 110.504 Volunteer benefits

- (1) Meals may be furnished without charge to regular-service volunteers serving state departments, provided the scheduled assignment extends over an established meal period, and to occasional-service volunteers at the discretion of the department head. No department shall expend or authorize any expenditure in excess of the amount provided for by appropriation in any fiscal year.
- (2) Lodging, if available, may be furnished temporarily, in case of a department emergency, at no charge to regular-service volunteers.
- (3) Transportation reimbursement may be furnished those volunteers whose presence is determined to be necessary to the department. Volunteers may utilize state vehicles in the performance of department-related duties. No department shall expend or authorize an expenditure in excess of the amount appropriated in any fiscal year.
- (4) Volunteers shall be covered by state liability protection in accordance with the definition of a volunteer and the provisions of s.768.28.
- (5) Volunteers shall be covered by the workers' compensation in accordance with chapter 440.
- (6) Incidental recognition benefits or incidental nonmonetary awards may be furnished to volunteers serving in state departments to award, recognize, or encourage volunteers for their service. The awards may not cost in excess of \$100 each plus applicable taxes.
- (7) Volunteers, including volunteers receiving a stipend as provided by the Domestic Service Volunteer Act of 1973 as amended (Pub. L. No. 93-113) shall be covered by s. 768.1355, the Florida Volunteer Protection Act.