

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

LISA MARIA CARTER,

Plaintiff,

vs.

CASE NO.: 12-CA-009942

LARRY ROY GLAZERMAN, M.D.,
FLORIDA HEALTH SCIENCES CENTER,
INC. d/b/a TAMPA GENERAL HOSPITAL
and the BOARD OF TRUSTEES OF THE
UNIVERSITY OF SOUTH FLORIDA d/b/a
UNIVERSITY OF SOUTH FLORIDA
HEALTH d/b/a UNIVERSITY OF SOUTH
FLORIDA COLLEGE OF MEDICINE,

DIVISION: G

Defendant.

**DEFENDANT TAMPA GENERAL HOSPITAL'S AMENDED MOTION
FOR PARTIAL SUMMARY JUDGMENT AS TO VICARIOUS
LIABILITY FOR DR. GLAZERMAN AND EMPLOYEES AND AGENTS OF USF**

The Defendant, Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital ("Hospital" or "TGH"), by and through undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.510, hereby moves for partial summary judgment with respect to its alleged vicarious liability for the alleged negligence of co-Defendant Larry Roy Glazerman, M.D., and all other physicians, residents, medical students, employees, and agents of co-Defendant Board of Trustees of the University of South Florida ("USF"), and states as follows:

Factual Background

Plaintiff alleges that on November 1, 2010, she appeared at the Hospital for same-day outpatient surgery with Dr. Glazerman, an employee of USF. Compl. ¶¶ 6, 14. Glazerman had been referred to Plaintiff by her OB/GYN, who allegedly had an office "on the TGH campus." Compl. ¶ 14. Plaintiff alleges that during the procedure, either Glazerman or one of his USF

residents, Dr. Orr or Dr. Powell, “transected” her small bowel. Compl. ¶ 17. Plaintiff was subsequently admitted to the Hospital, where she claims that several days passed before additional surgery was performed to identify and repair the transected bowel. Compl. ¶¶ 18, 19. According to Plaintiff, the bowel injury resulted in infection, hypotension, and ultimately the amputation of “most of her forearms, both hands, [and] both legs below the knee,” as well as extensive damage to her abdominal cavity. Compl. ¶ 47.

Although Plaintiff makes a number of generalized allegations against various classes of providers, multiple motions to dismiss and motions for more definite statement have resulted in the following list of providers that Plaintiff believes to have been negligent:

1. USF physician Dr. Glazerman (Compl. ¶ 22; Glazerman Dep. 44:24-45:8)
2. USF residents Powell and Orr (Compl. ¶¶ 23, 30; Powell Dep. 4:20-5:15; Orr Dep. 4:14-23)
3. USF resident Crigler (Compl. ¶ 25; Crigler Dep. 35:15-23)
4. USF residents Bertolino, Kufhal and Crooke (Compl. ¶¶ 30, 68; Kufhal Dep. 5:16-23; Crooke Dep. 5:3-17, 10:15-11:3)
5. USF medical student Paidas (Compl. ¶ 24; Paidas Dep. 5:25-6:4)
6. Florida Gulf-to-Bay Anesthesiology physician assistant Lacy Denis (Compl. ¶ 31; Denis Dep. 7:22-8:2)
7. Florida Gulf-to-Bay Anesthesiology physicians Naga Pullakhandam and Albert Kabemba (Compl. ¶ 33; Pullakhandam Dep. 9:15-17; 16:8-13; Kabemba Dep. 7:17-20)
8. TGH nurse Lauren Curry (Compl. ¶ 26)
9. TGH nurse Magalie Luceus (Compl. ¶ 27)
10. TGH nurse Michele Brewton (Compl. ¶ 28)
11. TGH nurse Holly McKeithan (Compl. ¶ 29)
12. TGH nurse Sharon Hipolito (Compl. ¶32)

In her numbered counts, Plaintiff alleges that the Hospital is responsible for the conduct of USF physicians on theories of partnership (Count I), joint venture (Count II), non-delegable duty (Count III), apparent agency (Count IV), actual agency (Count V), master-servant (Count VII), and lack of informed consent (Count VIII).

Summary of Argument

First, all of Plaintiff's vicarious claims with respect to USF personnel, including Dr. Glazerman, are barred by section 1012.965, Florida Statutes, which precludes employees or agents under the control of a university (in this case, USF) from being considered the agents of a hospital with which the university has an affiliation agreement (in this case, TGH). This negates not only Plaintiff's actual and apparent agency and master-servant theories, but also her theories of partnership and joint venture, since both are a form of mutual agency. Second, both partnership and joint venture include the element of shared profits and losses, which the evidence in this case conclusively negates. Third, there can be no apparent agency in this case because Plaintiff did not rely on TGH in selecting Dr. Glazerman, and she signed a consent form expressly disclosing the lack of an agency or employment relationship between TGH and the physicians providing her care. Fourth, Plaintiff fails to state a claim for contractual nondelegable duty, because the express contract signed by Plaintiff does not obligate TGH to provide surgical services. Finally, lack of informed consent is not an independent vicarious theory, and its failure follows the failure of Plaintiff's other vicarious theories, as TGH had no independent duty to inform Carter of the risks of her surgery.

Summary Judgment Standard

This Court should grant summary judgment "only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *Continental Concrete, Inc. v. Lakes at La Paz III Ltd. P'ship*, 758 So. 2d 1214, 1217 (Fla. 4th DCA 2000). However, when the moving party has satisfied its burden of showing the absence of a genuine issue of material fact, the burden shifts to the non-moving party to come forth with countervailing evidence. The moving party "does not initially carry the burden of exhausting the

evidence pro and con, or even examining all of his opponent's witnesses." *DeMesme v. Stephenson*, 498 So. 2d 673, 675 (Fla. 1st DCA 1986). Moreover, the movant is not required "to exclude every inference possible from other evidence that may have been available." *Id.*

In response to a motion for summary judgment, the non-moving party "may not rely on bare, conclusory assertions found in the pleadings to create an issue and thus avoid summary judgment." *Bryant v. Shands Teaching Hosp. & Clinics, Inc.*, 479 So. 2d 165, 168 (Fla. 1st DCA 1985). Rather, the non-moving party "must produce counter-evidence establishing a genuine issue of material fact." *Id.* When the non-moving party fails to proffer any evidence that would establish a genuine issue of material fact, summary judgment *must* be granted. *Id.*; *see also Demesme*, 498 So. 2d at 675 (where Plaintiff failed to come forward with countervailing facts, "the trial court had *no choice* but to enter a summary judgment" (emphasis added)).

In determining a motion for summary judgment, the trial court may disregard nonmaterial facts, even if they are disputed. *Continental Concrete*, 758 So. 2d at 1217 ("Issues of nonmaterial facts are irrelevant to the summary judgment determination."); *see also Austin v. Mylander*, 717 So. 2d 1073 (Fla. 5th DCA 1998) (trial court recognized the existence of a disputed fact, but properly ruled that the factual issue was immaterial); *Nichols v. Preiser*, 849 So. 2d 478 (Fla. 2d DCA 2003) ("the existence of a disputed issue of fact does not preclude summary judgment if the disputed fact is not material"). A material fact has been defined as a fact that is "essential to the result that is placed in controversy by the pleadings and affidavits." *Wells v. Wilkerson*, 391 So. 2d 266, 267 (Fla. 4th DCA 1980). If the jury's resolution of a factual dispute one way or the other would not affect the outcome of the case, then the issue is not material, and summary judgment is appropriate.

Legal Argument

I. All of Plaintiff's claims are barred by section 1012.965(1), Florida Statutes.

Section 1012.965(1), Florida Statutes, provides in pertinent part as follows:

An employee or agent under the right of control of a university board of trustees who, pursuant to the university board's policies or rules, renders medical care or treatment at any hospital or health care facility with which the university board maintains an affiliation agreement whereby the hospital or health care facility provides to the university board a clinical setting for health care education, research, and services, shall not be deemed to be an agent of any person other than the university board in any civil action resulting from any act or omission of the employee or agent while rendering said medical care or treatment. For this subsection to apply, the patient shall be provided separate written conspicuous notice by the university board of trustees or by the hospital or health care facility, and shall acknowledge receipt of this notice, in writing, unless impractical by reason of an emergency, either personally or through another person authorized to give consent for him or her, that he or she will receive care provided by university board's employees and liability, if any, that may arise from that care is limited as provided by law....

According to the First District Court of Appeal, the predecessor to this statute (section 240.214, Florida Statutes (1999)) "immunized hospitals from vicarious liability as a result of actions of employees or agents" of a university board of regents. *Rayburn v. Orange Park Med. Ctr., Inc.*, 842 So. 2d 985, 985 (Fla. 1st DCA 2003). Trial judges in Hillsborough County have repeatedly granted TGH summary judgment with respect to vicarious liability for USF physicians based on section 1012.965. *See, e.g., Godwin v. Univ. of S. Fla. Bd. of Trs.*, No. 12-CA-000017 (Fla. 13th Cir. Ct. Apr. 1, 2014); *Allen v. Fla. Health Sciences Ctr., Inc.*, No. 03-5837, 2006 WL 4041295 (Fla. 13th Cir. Ct. May 22, 2006).

In addition to her claims of agency, apparent agency, and master-servant, Plaintiff also alleges vicarious liability pursuant to a joint venture or partnership between USF and TGH. However, this does not change the analysis under section 1012.965, since both partnership and joint venture are a form of mutual *agency*, and therefore they fall within the clear language of the

statute, which precludes any employee or agent of USF from being deemed an *agent* of TGH. *See Deal Farms, Inc. v. Farm & Ranch Supply, Inc.*, 382 So. 2d 888, 891 (Fla. 1st DCA 1980) (“A contract of joint adventure is in effect one of mutual agency, each adventurer acting as a principal in his own behalf and as agent for his co-adventurer.”); *Bryce v. Bull*, 143 So. 409, 411 (Fla. 1932) (“a partnership is in effect a contract of mutual agency, each partner acting as a principal in his own behalf and as agent for his copartners”).

For section 1012.965 to apply, two conditions must be met. First, the individual in question must be an “employee or agent” of a university and must be rendering medical care or treatment at a hospital with which the university has an affiliation agreement. In this case, it is undisputed—based on the provider depositions cited above—that Dr. Glazerman and the USF residents were employed by USF at all times material to this action, and that USF medical student Paidas was acting as an agent of USF. It is also undisputed that at the time of Plaintiff’s surgery, there was an affiliation agreement between USF and TGH, which provided as follows:

USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents assigned by University to Hospital are employees or agents of University whose performance of services at Hospital under this Affiliation Agreement and any of the Operating Addenda is an integral part of such employment or agency function with and for University. The USF Board of Trustees and/or the Florida Board of Education, as provided by law, is vicariously responsible for the negligent acts and omissions of USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents assigned at Hospital to the extent provided in Section 768.28, Florida Statutes.

...
The USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents are selected and engaged as employees or agents of University and assigned by University to perform duties at Hospital and shall not be deemed to be an employee or agent of Hospital for any reason....

Houston Dep. Ex. 3 p. 13; *see also* Houston Dep. Ex. 5 p. 3 (“Residents are employees of University.”). Accordingly, the first condition is met.

Second, the patient must receive “separate written conspicuous notice by the university board of trustees or by the hospital or health care facility, and shall acknowledge receipt of this notice, in writing, ... that he or she will receive care provided by university board’s employees and liability, if any, that may arise from that care is limited as provided by law.” In this case, on November 1, 2010, Ms. Carter executed a document titled “Special Notice from the University of South Florida and Tampa General Hospital,” which provided as follows:

I acknowledge that I have been given this separate written conspicuous notice by the University of South Florida/University of South Florida Board of Trustees, a body corporate of the state of Florida ("USF") and Tampa General Hospital ("TGH") that some or all of the care and treatment I receive will or may be provided by physicians who are employees and agents of the USF, and liability, if any, that may arise from that care is limited as provided by law. I acknowledge that such physicians who are employees and agents of USF are under control of USF, not TGH, when they render care and treatment at TGH pursuant to the affiliation agreement between USF and TGH, and such USF physicians are not the employees or agents of TGH....

Carter Dep. Ex. 2. Unlike the notice in *Rayburn*, which was buried in one of six identical paragraphs on an admission form, 842 So. 2d at 988-989, the notice in this case was *not* a part of Ms. Carter’s “Consent & Disclosure for Medical and/or Surgical Procedures” or “Certification and Authorization.” Rather, it was a separate document, set in bold type with an oversize title, and it stated at the outset, “This notice is required by law. If you have any questions or concerns, please let us know before signing.” At her deposition, Ms. Carter acknowledged that she signed this form voluntarily, no one made any statements to her about their content, and no one forced her to sign them. Carter Dep. 79:16-81:20.

Based on the Hospital’s undisputed compliance with section 1012.965, it cannot be held liable for any alleged negligence by Dr. Glazerman, the USF residents, or medical student Paidas, and it is entitled to partial summary judgment as a matter of law. *See Allen*, 2006 WL 4041295 (“pursuant to section 1012.965(1) of Florida Statutes, [TGH] is not liable, as a matter of

law, for any allegedly negligent acts and omissions of any employee or agent of the University of South Florida Board of Trustees”); *Godwin*, No. 12-CA000017 p. 6 (“Applying § 1012.965, Fla. Stat. (2008) to the facts of this case, Plaintiffs Count IV Apparent Agency and Count V Actual Agency must fail as a matter of law, as it is undisputed that TGH followed the requirements of § 1012.965, Fla. Stat. (2008) and that Ms. Godwin executed not only the Special Notice, but other documents explaining the relationship between TGH and USF physicians as well.”).

II. Plaintiff fails to establish a joint venture or partnership between TGH and Glazerman or USF.

The elements of a joint venture are “(1) a community of interest in performance of a common purpose; (2) joint control or right of control; (3) a joint proprietary interest; (4) a right to share in profits; [and] (5) a duty to share in losses.” *Arango v. Reyka*, 507 So. 2d 1211, 1212-1213 (Fla. 4th DCA 1987). “The standard has been construed strictly, so that the absence of even one of the five elements has precluded a finding of joint venture.” *Austin v. Duval County School Bd.*, 657 So. 2d 945, 948 (Fla. 1st DCA 1995); *see also Jackson-Shaw Co. v. Jacksonville Aviation Auth.*, 8 So. 3d 1076, 1089 (Fla. 2008) (“The absence of one of the elements precludes a finding of a joint venture.”).

“The relationships of joint venture and partnership are similar and governed by the same rules of law, although distinguishable in certain respects.” *Deal Farms, Inc. v. Farm & Ranch Supply, Inc.*, 382 So. 2d 888, 890 (Fla. 1st DCA 1980). Like joint venture, in order to establish a partnership, there must be a “community of interest in performance of a common purpose, joint control or right of control, joint propriety of interest in subject matter, right to share in the profits, and duty to share in any losses which may be sustained.” *Dreyfuss v. Dreyfuss*, 701 So. 2d 437, 439 (Fla. 3d DCA 1997). As with joint venture, “these requirements are strictly construed and the absence of even one is fatal to the finding of a partnership.” *Id.*

To the best of the Hospital's knowledge, *Arango* is the only Florida case extensively analyzing the concept of joint venture in the medical malpractice context. In *Arango*, though the hospital did not have the right to control the professional decisions of the physicians, it did control the billing and scheduling of patients, as well as the credit and collection policies. 507 So. 2d at 1213. More importantly, the contract between the hospital and the physicians provided for a division of the physicians' fees, "without regard to the total amount of billing, without any 'floor' or 'ceiling,' and without regard to [the hospital's] costs." *Id.* at 1214. In affirming a jury verdict for the Plaintiff, the court in *Arango* found that "there was sufficient evidence from which the jurors could determine that the hospital was participating in the fees and not merely charging for a billing service...." Most critical to the court's finding was the unlimited sharing of profits and losses, which is the key element in a joint venture.

In this case, multiple elements of a joint venture are missing. Dr. Sally Houston, TGH's Chief Medical Officer, testified about the relationship between TGH and USF as follows:

- The Hospital did not handle any billing or collection services for Dr. Glazerman (Houston Dep. 104:23-105:4);
- The Hospital provided Dr. Glazerman with no guidance on his own billing practices, which were his own and independent of the Hospital's influence (105:5-12);
- Dr. Glazerman's fees for services he rendered to patients at the Hospital were not shared with the Hospital in any way (105:13-16);
- The Hospital did not make any payments to Dr. Glazerman, or to USF on his behalf, for his performance of services for patients (105:17-106:3);
- The Hospital did not set Dr. Glazerman's schedule or direct the medical decision-making of physicians on staff at the Hospital (107:2-17);

- There is no sharing of profits or losses between USF and the Hospital, and no contracts that provide for any such sharing of profits or losses (108:16-109:2);
- There was no joint ownership of the property where Dr. Glazerman maintained an office (109:11-14); and
- There was no contract between the Hospital and Glazerman for providing patient care (110:5-11).

Dr. Glazerman similarly testified as follows:

- USF bills for Dr. Glazerman's services as a gynecologist (Glazerman Dep. 233:21-234:2);
- TGH does not do any billing for Dr. Glazerman as a physician (234:3-6);
- Dr. Glazerman does not receive any remuneration or payment from TGH as it pertains to patient services rendered by him (234:7-10, 234:19-21);
- TGH did not pay for Dr. Glazerman's health insurance, it provided him no benefits (such as workers' compensation, disability, or life insurance), and it did not withhold taxes on his behalf (234:11-21);
- Dr. Glazerman was not under any kind of contract with TGH to provide medical services for Ms. Carter (235:2-5);
- TGH never set any type of billing or collection policies or requirements for Dr. Glazerman (235:6-9); and
- Dr. Glazerman did not share any profits or losses with TGH and did not have to contribute to any of the hospital's business expenses or vice versa (other than occasional requests for voluntary contributions) (235:10-21).

The unrefuted testimony of both Dr. Glazerman and Dr. Houston conclusively negates any sharing of profits or losses. Indeed, it was perfectly possible for the Hospital to profit and for Glazerman or USF to lose money on a patient, or vice versa, depending on the parties' respective fees, costs, overhead, etc.¹

Even where parties agree to share the up-front costs involved in a joint endeavor, there is no joint venture if they do not agree to share in the profits and losses. *Fla. Mun. Power Agency v. Ohio Cas. Ins. Co.*, 714 So. 2d 660 (Fla. 5th DCA 1998). In *Florida Municipal Power Agency*, two parties entered a "Participation Agreement" to "share the cost of production of electricity," but each was "entitled to its share of the electricity produced to do with as it chose." *Id.* at 660-661. Each party was "solely responsible for any losses and entitled to any profits related to its disposition of its share of the electricity." *Id.* at 661. The Fifth District determined that "intention to share the cost of production" could not be equated with "intention to share profits and losses," because this would make all such agreements into joint ventures. *Id.* Similarly in this case, the fact that both USF and TGH contributed to the overall care of patients does not equate to a sharing of profits or losses. The latter is determined not by the terms of any agreement, but rather with what each entity chooses to do internally with its revenue following collection from patients. Because there is no sharing of profits or losses, Plaintiff fails to establish *all five* elements of a joint venture or partnership, as required by case law.

Plaintiff's joint venture and partnership claims are also contradicted by the very language of the Affiliation Agreement between USF and the Hospital. Florida courts have held that joint ventures and partnership are essentially contractual relationships. *See, e.g., Vannamei Corp. v.*

¹ Although nothing further is necessary to defeat a claim of joint venture or partnership (since the absence of even one element is enough to negate Plaintiff's theory), the same testimony also strongly suggests a lack of joint control or proprietary interest between USF and the Hospital.

Elite Int'l Telecomms., Inc., 881 So. 2d 561, 562 (Fla. 3d DCA 2004) (“The [joint venture] relationship must arise out of a contract, express or implied. Such a contract is an indispensable prerequisite’ to the venture’s existence.”); *Fla. Tomato Packers, Inc. v. Wilson*, 296 So. 2d 536, 539 (Fla. 3d DCA 1974) (characterizing partnership as a “voluntary contractual relationship”). “[W]here parties to a contract have clearly agreed that they would remain independent business entities and were *not* joint venturers or partners, no joint venture or partnership is created as between those parties.” *Metric Eng’g, Inc. v. Gonzalez*, 707 So. 2d 354, 355 (Fla. 3d DCA 1998); *see also Fla. Mun. Power Agency*, 714 So. 2d 661 (where “the parties expressly provided that no joint venture was intended,” none would be implied).

In this case, the Affiliation Agreement expressly provides that the “University and Hospital are independent contractors and nothing in this Affiliation Agreement or any Operating Addendum shall be deemed or construed to create a partnership, joint venture, association, employment, or agency relationship between University and Hospital.” Houston Dep. Ex. 3 p. 13.² In similar fashion, “Operating Addendum No. 4 to the Affiliation Agreement for Trauma and Other Medical Services” provides, “nothing contained in this Addendum shall constitute or be construed to be or to create a partnership or joint venture between Hospital and University.” Houston Dep. Ex. 4 p. 5. The parties’ express, written disavowal of a joint venture or partnership relationship conclusively negates the existence of such a relationship between them, and as a result, the Hospital is entitled to summary judgment on these theories as a matter of law.

² The Affiliation Agreement also provides that “Neither Hospital nor University shall be responsible in any way for the debts, liabilities or obligations of the other Party.” *Id.* at p. 14. This also demonstrates the lack of a joint venture or partnership. *See Vännämei*, 881 So. 2d at 562 (no joint venture in the absence of any record evidence that one party had the right or authority to bind the other party in connection with the undertaking).

III. Plaintiff fails to establish that Glazerman or the residents were apparent agents of the Hospital.

Apparent agency arises in the hospital context “only if all three of the following elements are met: (a) a representation by the purported principal; (b) a reliance on that representation by a third party; and (c) a change in position by the third party in reliance on the representation.” *Guadagno v. Lifemark Hosps. of Fla., Inc.*, 972 So. 2d 214, 218 (Fla. 3d DCA 2007). Apparent agency “does not arise from the subjective understanding of the person dealing with the purported agent *or from appearances created by the purported agent himself.*” *Id.* (emphasis added); *Izquierdo v. Hialeah Hosp., Inc.*, 709 So. 2d 187, 188 (Fla. 3d DCA 1998). Rather, “apparent authority exists only where the *principal* creates the appearance of an agency relationship.” *Guadagno*, 972 So. 2d at 218 (emphasis added); *Izquierdo*, 709 So. 2d at 188.

In this case, Plaintiff pleads that “TGH held Glazerman out as its agent or employee, and Carter accepted treatment from Glazerman in reasonable belief that the treatment was being rendered on behalf of TGH...” Compl. ¶ 6. In support of this allegation, Plaintiff alleges that *Glazerman* represented that he was the “Director of Minimally-Invasive Gynecologic Surgery at TGH,” and that TGH “facilitated” this representation. Compl. ¶ 15. Plaintiff also alleges that Glazerman and the residents “all worked exclusively inside TGH” and that Glazerman “had his office on the campus of TGH at Tampa General Circle.” Compl. ¶ 60. Plaintiff alleges that she chose Glazerman “because of the appearance created by TGH.” Compl. ¶ 61. She also alleges that Glazerman and other physicians “were not selected by her, but by TGH.” Compl. ¶ 63. Each of these allegations is refuted by undisputed record evidence.

First, Glazerman’s position as “Director of Minimally-Invasive Gynecologic Surgery” was a USF position, not a TGH position. *See* Glazerman Dep. 16:2-9 (he was hired by USF for this position). Second, Glazerman’s alleged representation about his position, even if it occurred

(though there is no record evidence of it), would not give rise to apparent agency, since apparent agency can only be created by the alleged principal's representations, and not by the representations of its alleged agent. *Guadagno*, 972 So. 2d at 218; *Izquierdo*, 709 So. 2d at 188. There is no factual evidence in this case to support Plaintiff's contention that Glazerman's representation about his position was "facilitated" by TGH (whatever that may mean).

Next, Plaintiff's allegations that Glazerman and the residents "all worked exclusively inside TGH" and that Glazerman "had his office on the campus of TGH at Tampa General Circle" are demonstrably and blatantly false. Glazerman testified that his only office was at the Morsani Center for Health Care on the USF campus in North Tampa. Glazerman Dep. 49:17-24, 231:20-232:19. He never had an office at the campus of Tampa General Hospital, and he never had scheduled hours at the USF building next to TGH. Glazerman Dep. 50:1-20. Glazerman did surgeries both at TGH and at the USF Morsani Surgical Center; the percentage was approximately 60% Tampa General, 40% USF. Glazerman Dep. 51:7-10; 54:6-9. There was never a point in time when he did surgery only at TGH. Glazerman Dep. 54:2-5. The residents similarly worked elsewhere than TGH, for example USF clinics and the Moffitt Cancer Center. *See, e.g.*, Powell Dep. 5:16-19; Crigler Dep. 6:15-18; Kufahl Dep. 44:12-15.

To the extent Plaintiff intends to rely solely on the physical proximity of her *referring* physician's USF office to TGH to establish apparent agency, *see* Compl. ¶ 14, this theory is both extraordinarily tenuous (sounding in some form of "second-hand" apparent agency) and contradicted by Florida case law. For example, in *Mobil Oil Corp. v. Bransford*, 648 So. 2d 119, 120 (Fla. 1995), the Plaintiff argued that Mobil, the alleged principal, owned the gas station where the Plaintiff's injury occurred, "that Mobil products were sold in the station, that Mobil trademarks and logos were used throughout the premises, and that the franchise agreement with

Mobil required the use of Mobil symbols and the selling of Mobil products.” Although the District Court had reversed the trial court’s grant of summary judgment on apparent agency, the Supreme Court reinstated it, holding:

The factual allegations in the complaint below clearly fail to allege even the minimum level of a “representation” necessary to create an apparent agency relationship. The plaintiff below alleged no genuine factual representation by Mobil, but merely assumed that such a representation is implicit in the prominent use of Mobil symbols and products throughout the station and in the provision of support activities. As noted above, such an assumption is not sustainable in today's world.

Id. at 121; *see also Am. Int’l Land Corp. v. Hanna*, 323 So.2d 567, 570 (Fla. 1975) (construction of a golf course did not constitute an affirmative false representation for purposes of fraud claim). Clearly, the mere physical location of Plaintiff’s *referring* physician’s office, in the absence of any affirmative, express representation regarding *Dr. Glazerman*, cannot form the basis of a claim for apparent agency.

Moreover, in this case the evidence is clear that Plaintiff independently selected Dr. Glazerman, and that her selection of him had nothing to do with Tampa General Hospital. Florida courts have repeatedly identified the patient’s choice of physician, or lack thereof, as a substantial factor in determining the existence of apparent agency. *See Stone v. Palms West Hosp.*, 941 So. 2d 514, 521 (Fla. 4th DCA 2006) (citing *Jones v. Tallahassee Mem’l Reg’l Healthcare, Inc.*, 923 So. 2d 1245 (Fla. 1st DCA 2006); *Cuker v. Hillsborough County Hosp. Auth.*, 605 So. 2d 998 (Fla. 2d DCA 1992)). When a patient has already selected a physician, there can be no reliance on any representation made by the hospital and no change in position based on reliance—two essential elements in a claim for apparent agency.

Here, Plaintiff testified that she chose Dr. Glazerman from a list of three surgeons provided by her own, independent private gynecologist, Dr. Hochberg. Carter Dep. 77:2-78:2.

Dr. Hochberg, in turn, was recommended to Plaintiff by Kathy Fountain, a mental health counselor with whom Plaintiff had been consulting since approximately 2009. Carter Dep. 40:2-5, 19-25; 57:15-16. Plaintiff established a patient-physician relationship with Dr. Hochberg at least a year before the surgery at issue in this case. Carter Dep. 59:18-21.

Dr. Hochberg had diagnosed Plaintiff's ovarian cyst and discussed a medical course of treatment, but due to time constraints related to Plaintiff's employment, she opted for a surgical solution, which Dr. Hochberg was not able to accommodate. Carter Dep. 63:20-64:11; 67:19-68:21; 69:16-20; 71:3-16; 73:6-19. Plaintiff did not discuss the names of the three physicians recommended by Dr. Hochberg with anyone else before choosing Dr. Glazerman. Carter Dep. 78:3-9. Rather, Plaintiff chose Dr. Glazerman on her own, based on the fact that he was able to perform the surgery in a suitable time frame. Carter Dep. 78:3-17. Among the three surgeons whose names were provided by Dr. Hochberg, Dr. Glazerman was simply the second Plaintiff called, and he happened to be the first who was able to meet with her in the time frame she needed for her employment. Carter Dep. 78:23-79:11.

As indicated by Florida courts, a hospital can only be liable under a theory of apparent agency when the patient "has accepted treatment from [a] physician in the reasonable belief that it is being rendered in behalf of the hospital." *Stone*, 941 So. 2d at 520 (citing *Irving v. Doctors Hosp. of Lake Worth, Inc.*, 415 So. 2d 55, 59 (Fla. 4th DCA 1982)). Given that Plaintiff chose Dr. Glazerman before she ever became a patient at Tampa General Hospital, based on a recommendation from another physician with whom she had an established physician-patient relationship, who in turn was referred to her by yet another health care provider with no connection to the Hospital, it is legally impossible that she could have accepted treatment from Dr. Glazerman in the belief that it was "being rendered in behalf of" the Hospital.

Finally, even if Plaintiff could establish that the Hospital played some role in her selection of Dr. Glazerman—which the record evidence completely refutes—she signed at least three separate consent forms that clearly and unambiguously put her on notice not only that Dr. Glazerman, but also the residents and medical students, were neither agents nor employees of the Hospital. On October 28, 2010, she executed a “Consent & Disclosure for Medical and/or Surgical Procedures” which specifically identified Dr. Glazerman as her surgeon, and stated “I understand that, generally, my (the patient’s) physician, surgeon, and his or her associates, physicians-in-training and their technical assistants are not hospital employees.” Carter Dep. Ex. 2. On November 1, 2010, she executed a “Special Notice from the University of South Florida and Tampa General Hospital,” in which she acknowledged that “physicians who are employees and agents of USF are under control of USF, not TGH,” and that “USF physicians are not the employees or agents of TGH.” *Id.* Finally, also on November 1, 2010, she executed a “Certification and Authorization,” in which she stated, “I understand that Medical Staff Physicians ... ARE NOT AGENTS OR EMPLOYEES OF TAMPA GENERAL HOSPITAL. They are independent medical practitioners exercising independent medical judgments at facilities provided by the hospital.” *Id.* The same form put her on notice that her treatment and care would be “aided by University of South Florida students & residents under the supervision of a USF Medical Staff Member.” *Id.*

In her deposition, Plaintiff testified that she signed these forms (Carter Dep. 79:23-25); that she was given a stack of papers and instructed to “sign here, sign here, sign here, sign here” (80:19-25); that she didn’t really read any of them (81:3-4); that no one said anything to her about what was in them (81:5-7); that she was willing to consent to whatever it was that was written in the documents (81:8-14); that at that point she was making all of her own independent

decisions (81:15-17); and that no one forced her to sign any of the documents (81:18-20). Clearly, though Plaintiff chose not to read the forms she was signing, she signed them freely and voluntarily, without any fraud or undue influence by the Hospital or any other third party. Indeed, the fact that she executed the first of these forms *four days* before her surgery highlights the lack of any undue influence in obtaining her signature.

Several Florida cases have considered such consent forms in denying a claim of apparent agency. See *Guadagno v. Lifemark Hosps. of Fla., Inc.*, 972 So. 2d 214, 218 (Fla. 3d DCA 2007); *Quesada v. Mercy Hosp., Inc.*, 41 So. 3d 930 (Fla. 3d DCA 2010); *See v. Benson*, 2009 WL 5164501 (Fla. Cir. Ct. Nov. 4, 2009). In *Guadagno*, the Plaintiff alleged that a hospital was vicariously liable for the acts of an independent physician working in the hospital's emergency room. According to the court, "[t]he emergency room document signed by the decedent upon her admission state[d] that the doctor [was] an independent contractor and not an agent or employee of [the Hospital]." 972 So. 2d at 218. The court held that this statement precluded any finding of apparent agency, because the hospital "expressly disavowed an agency or employee relationship, conveyed that information to the decedent, and the decedent acknowledged this by signing the admission documents." *Id.*

Quesada followed *Guadagno* in affirming summary judgment in favor of a hospital based on the lack of any representation by the hospital regarding the agency status of the physician. The court held that there was no genuine issue of material fact on apparent agency, even though the patient presented evidence that (1) he had not attempted to secure his own physician, but accepted the person the hospital provided; (2) it was his "impression" that the physician was a hospital employee; and (3) he came in to the hospital via the emergency room and could not recall meeting or being introduced to the physician before his surgery. The patient was not told

that the physician was an employee of the hospital and did not ask about the relationship between the hospital and the physician. The Third District found that the patient's "impression" of an employment relationship constituted "an unfounded assumption, not a representation" by the hospital. 41 So. 3d at 931. This determination was bolstered by the hospital's consent form, which repeatedly identified the doctor as "my," i.e. the patient's, physician. *Id.* Accordingly, the court found the case to be "governed by the general principle that a hospital ordinarily is not liable for the negligence of independent-contractor physicians to whom it merely grants staff privileges." *Id.* (citing *Guadagno, Insinga v. LaBella*, 543 So. 2d 209 (Fla.1989), and *Pub. Health Trust of Dade County v. Valcin*, 507 So. 2d 596 (Fla.1987)).

In *See*, the trial court granted final summary judgment in favor of a medical clinic that was alleged to have operated in partnership with a hospital, based on the hospital's consent form.³ As in *Quesada*, the Plaintiff testified that she believed the physician to be an agent and representative of the clinic and no one ever told her that the physician was not an agent of the clinic. The trial court found that "[t]he specific language in the Consent Form ... constituted a clear and specific representation and explanation to [Plaintiff] that her beliefs, perceptions and understandings on the subject ... were in fact incorrect, inaccurate and wrong." The Plaintiff in *See* acknowledged that the signature on the consent form was hers, that she had the opportunity to read the form before signing it, and that she was not prevented from reading it. The trial court concluded:

The applicable case law operates to bind a person who signs such a legal document to the legal effects of information contained in the document, in the absence of any evidence that she did not have an opportunity or the ability to read it, or that she was somehow prevented from doing so. ... When a party is held to a

³ The court also granted summary judgment on Plaintiffs' apparent agency claim against the hospital, but there does not appear to be a published order on the hospital's motion.

legal duty to impart certain information to another person, in the context of a legal relationship and encounter, if that information is put in writing into a legal document, and the document is presented to the other party with a request that he/she sign the document to acknowledge that he information has been imparted to him/her, and where he/she signs the document, the law will impute such knowledge to the signer of the document.

In granting the motion for summary judgment in *See*, the trial court relied in part on a line of cases arising in the fraud context, which hold that the terms of a written agreement undermine any purported reliance on contrary representations by a defendant. *See Rose v. ADT Sec. Servs., Inc.*, 989 So. 2d 1244 (Fla. 1st DCA 2008); *Tevini v. Roscioli Yacht Sales, Inc.*, 597 So. 2d 913 (Fla. 4th DCA 1992); *see also Federal Deposit Ins. Corp. ("FDIC") v. High Tech Medical Sys., Inc.*, 574 So. 2d 1121 (Fla. 4th DCA 1991).⁴

Both *Rose* and *FDIC* affirmed summary judgment on fraud—which, like apparent agency, includes the elements of representation and reliance—based on the express provisions of a written agreement. *Tevini*, though not an appeal from a summary judgment, explained the importance of written agreements with respect to the element of reliance:

In the face of [the written agreement], no reliance ... could possibly be justifiable. To hold otherwise is to invite contracting parties to make agreements of the kind in suit and then avoid them by simply taking the stand and swearing that they relied on some other statement. It is to encourage the use of oral testimony to change the tenor of written engagements.

597 So. 2d at 914. In the present case, there has been no testimony by Plaintiff that would even suggest an understanding on her part that Dr. Glazerman was somehow the agent or employee of Tampa General Hospital. Nevertheless, even if there were a record basis for Plaintiff's apparent agency theory, it could not overcome the express terms of the consent forms signed by Plaintiff.

⁴ *FDIC* was not cited in the trial court's opinion in *See*, but was presented to the trial court in the hospital's motion for partial summary judgment.

Plaintiff cannot defend against the consent forms merely by asserting that she did not read them before signing them. Florida law clearly holds that “[n]o party to a written contract in this state can defend against its enforcement on the sole ground that he signed it without reading it.” *Allied Van Lines, Inc. v. Bratton*, 351 So. 2d 344, 348 (Fla. 1977). Furthermore, “[u]nless one can show facts and circumstances to demonstrate that he was prevented from reading the contract, or that he was induced by statements of the other party to refrain from reading the contract, it is binding.” *Id.* at 347-348; *see also Bill Heard Chevrolet Corp. v. Wilson*, 877 So. 2d 15 (Fla. 5th DCA 2004) (arbitration clause binding on retail consumer despite failure to read); *Consolidated Resources Healthcare Fund I, Ltd. v. Fenelus*, 853 So. 2d 500 (Fla. 4th DCA 2003) (arbitration clause in nursing home admission agreement binding on estate of nursing home resident, even though it had not been signed by a representative of the nursing home and was “boiler plate”); *Onderko v. Advanced Auto Ins., Inc.*, 477 So. 2d 1026 (Fla. 2d DCA 1985) (personal guarantee binding on corporate officer, since he had not alleged that “he was prevented from reading the leases or that he was induced to sign without reading them”); *Credit Alliance Corp. v. Westland Machine Co.*, 439 So. 2d 332 (Fla. 3d DCA 1983) (contractual waiver of jury trial “concededly buried in boiler plate” was enforceable notwithstanding signatory’s failure to read the contract).

Plaintiff in this case has clearly and unambiguously testified that no one made any representations to her about what was in the forms she was signing, and no one forced her to sign any of them. Because those forms clearly and unambiguously put her on notice that the physicians who treated her, including Dr. Glazerman and the USF residents and medical students, were not employees or agents of the Hospital, and Plaintiff herself has acknowledged that she selected Glazerman through a chain of referrals that had nothing to do with the Hospital,

Plaintiff's claim for apparent agency must fail, and the Hospital is entitled to partial summary judgment on this theory.

IV. Plaintiff fails to state a claim for contractual nondelegable duty.

Plaintiff alleges in Count III that "TGH expressly and impliedly contracted with Carter to provide medical care, including diagnostic services, both as an outpatient and inpatient." Compl. ¶ 56. As an initial matter, there are *no* providers specifically referenced in this Count, and therefore it is unclear if Plaintiff is attempting to hold the Hospital liable for Glazerman and other USF personnel on a theory of nondelegable duty. However, even assuming this is Plaintiff's intent, she fails to state a cause of action.

Plaintiff cannot state a claim for an implied contract because there is an express contract dealing with the terms of her care and treatment. *See Hoon v. Pate Const. Co., Inc.*, 607 So. 2d 423, 427 (Fla. 4th DCA 1992) ("Ordinarily, an implied contract will not be recognized when there is a writing dealing with the same subject."); *Kovtan v. Frederiksen*, 449 So. 2d 1 (Fla. 2d DCA 1984) ("It is well settled that the law will not imply a contract where an express contract exists concerning the same subject matter."). By executing the "Certification and Authorization" (Carter Dep. Ex. 2), Plaintiff consented to receiving medical care and treatment, and in return, agreed to be financially responsible for said medical care. A promise to pay in return for services is the epitome of a contract. Because Plaintiff executed an express contract dealing with her medical care, this Court should not imply any additional contractual obligations.

By the terms of the express contract itself, the Hospital clearly did not undertake to provide Plaintiff with surgical services by Dr. Glazerman or other USF personnel. Assuming a consent by Plaintiff can constitute an undertaking by the Hospital (an illogical proposition), Plaintiff only consented to "such diagnostic procedures, hospital care, medical treatment and

other actions which, in the judgment of [her] physician, may be considered necessary or advisable while a patient in Tampa General Hospital, Tampa, Florida.” Nowhere does the consent form indicate that TGH would be *providing* surgical procedures or other physician services. This stands in contrast to the consent form in *Pope v. Winter Park Healthcare Group, Ltd.*, 939 So. 2d 185, 190 (Fla. 5th DCA 2006), which stated: “I authorize Winter Park Memorial Hospital (WPMH) to furnish the necessary medical or surgical treatments, or procedures, including diagnostic, x-ray, and laboratory procedures, anesthesia, hospital services, drugs and supplies as may be ordered by the attending physician(s), his assistants or his designees.” Thus, while the consent form in *Pope* suggested that the hospital would “furnish” the “surgical procedures,” there is no language in TGH’s consent form indicating that it would be providing such services. Accordingly, there is no contractual duty that would form the basis for Plaintiff’s claim in Count III, and the Hospital is entitled to summary judgment as a matter of law.

V. Lack of informed consent is not a separate basis for vicarious liability.

In Count VIII, Plaintiff alleges that Glazerman, Orr and Powell negligently recommended a “laparoscopic procedure rather than a much lower risk open procedure.” Although there are no factual allegations in Count VIII pertaining to the Hospital, the “wherefore” clause of Count III includes the Hospital. To the extent Plaintiff alleges that the Hospital is liable for Glazerman’s alleged negligent recommendation of laparoscopic surgery, Plaintiff’s claim can only rest on some form of agency, which is defeated by section 1012.965, Florida Statutes, as stated above. Defendant is unaware of any legal authority making “lack of informed consent” an independent basis for vicarious liability.

In *Valcin v. Public Health Trust of Dade County*, 473 So. 2d 1297 (Fla. 3d DCA 1984), the Plaintiff sued the Hospital—which was undisputedly the employer of the surgeon—for lack

of informed consent. The Third District clarified the principle of vicarious liability for lack of informed consent in the following fashion:

[I]t is the duty of the physician, not the hospital, to obtain a patient's informed consent. Thus, when we referred in our original opinion to the hospital's liability for an alleged breach of this duty, that liability exists solely because the hospital, concededly the employer of the physician, would be vicariously liable for the physician's breach of his duty to obtain the patient's informed consent. However, unless the relationship between a hospital and a physician is such that the hospital is vicariously liable for the physician's acts, a hospital would not be liable for failing to obtain a patient's informed consent.

Although the Third District's *Valcin* opinion was later quashed in part on other grounds by the Supreme Court in *Public Health Trust of Dade County v. Valcin*, 507 So. 2d 596 (Fla. 1987), it holding on vicarious liability for lack of informed consent remains good law. *See also Wells v. Storey*, 792 So. 2d 1034, 1038 (Ala. 1999) ("the courts have uniformly held that the duty to obtain a patient's informed consent rests solely with the patient's physician, rather than with a hospital or its nurses (unless, because of special circumstances, the physician is an agent for the hospital)"). In this case, because the Hospital cannot be vicariously liable for Dr. Glazerman or his residents pursuant to section 1012.965, the Hospital cannot be liable for any failure to obtain informed consent, and it is entitled to judgment as a matter of law with respect to Count VIII of Plaintiff's Complaint.

WHEREFORE, the Defendant, Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital, respectfully requests that this Honorable Court GRANT partial summary judgment in its favor and against Plaintiff, with respect to its alleged vicarious liability for the alleged negligence of co-Defendant Larry Roy Glazerman, M.D. and all other physicians, residents, medical students, employees, and agents of co-Defendant Board of Trustees of the University of South Florida.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the above and foregoing has been furnished by Electronic Mail on April 9, 2014 to: Kennan G. Dandar, Esq., Attorney for Plaintiff, Post Office Box 24597, Tampa, Florida 33623-4597, EF.KGD@dandarlaw.net, EF.TJD@dandarlaw.net; EF.DMW@dandarlaw.net, and Louis J. LaCava, Esq. LaCava & Jacobson, P.A., Attorneys for Glazerman and USF; 101 East Kennedy Blvd., Suite 2500, Tampa, FL 33602 (Primary E-mail: llacava@lacavajacobson.com, Secondary E-mail: leddings@lacavajacobson.com).

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IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

LISA-MARIA CARTER	:	Case No.:
	:	12-C4-009942.
	:	Division G
Plaintiff,	:	
	:	
- vs -	:	
	:	
LARRY ROY GLAZERMAN, M.D.;	:	
FLORIDA HEALTH SCIENCES CENTER,	:	
INC., d/b/a TAMPA GENERAL	:	
HOSPITAL, and the BOARD OF	:	
TRUSTEES OF THE UNIVERSITY OF	:	
SOUTH FLORIDA d/b/a UNIVERSITY	:	
OF SOUTH FLORIDA HEALTH, d/b/a	:	
UNIVERSITY OF SOUTH FLORIDA	:	
COLLEGE OF MEDICINE,	:	
	:	
Defendants.	:	

- - -
Friday, November 8, 2013
- - -

Video deposition of DR. LARRY R. GLAZERMAN was taken at the Lankenau Medical Center of 100 East Lancaster Avenue, Room B302, Wynnewood, Pennsylvania 19096, before Brianne Wallner, a Notary Public of the Commonwealth of Pennsylvania, on the above date, commencing at 9:21 a.m.

1 position.

2 Q That was the position at USF?

3 A Yes, sir.

4 Q What position did you apply for?

5 A I don't know exactly what I applied for,
6 but I was hired as director of minimally invasive
7 gynecologic surgery, and I was -- when I was first
8 hired, I was an assistant professor at the medical
9 school.

10 Q Was your application in response to a
11 public offering by the university for a
12 directorship?

13 A I don't recall.

14 Q Okay. Did you have any contacts there
15 that advised you that there was an opening for such
16 a position?

17 A Yes.

18 Q Who was that?

19 A Dr. Klasko, who at the time was the head
20 of USF Health and the dean of the medical school.

21 Q How did you know him?

22 A He and I did residence together and were
23 partners, actually, at Park and Valley Ob/Gyn.

24 Q So he's also from up here?

1 Q And what were the allegations? .

2 A It had to do with a forceps delivery
3 allegedly causing a uterine prolapse.

4 Q Were you the only defendant?

5 A I think so, but I'm not totally sure.

6 Q Okay. And the result?

7 A Was a defense verdict.

8 Q What year?

9 A The verdict was in 2006.

10 Q Okay. Have we gone through that list?

11 A Yes, sir.

12 Q Are there any more?

13 MR. LA CAVA: Other than this one.

14 BY MR. DANDAR:

15 Q Other than the case we're about today.

16 A Not that I recall. I don't think so.

17 Q Why did you prepare this list?

18 MR. LA CAVA: You asked for it.

19 BY MR. DANDAR:

20 Q Is it because I asked for it?

21 A I may have prepared it before that.

22 Q For other -- for other cases, maybe?

23 A I don't remember.

24 Q Okay. So when you go to Tampa in August

1 of 2008, who hires you? What entity becomes your
2 employer?

3 A I actually had two. I believe I had two
4 employers.

5 Q Okay --

6 A One was the USF physician group and the
7 other was the State of Florida, the University of
8 South Florida.

9 Q The only one I have been apprised of is
10 the University of South Florida College of Medicine.
11 And I'm going to hand this to you as Exhibit 3.

12 THE WITNESS: Can I take a break and
13 go to the restroom?

14 MR. DANDAR: I think taking a break
15 is a great idea.

16 VIDEOGRAPHER: This is the end of
17 tape number 1 in the video deposition of Larry
18 Roy Glazerman, MD. We're going off the video
19 record. The time is 10:05.

20 - - - - -

21 (At this time, a discussion
22 was held off the record.)

23 - - - - -

24 VIDEOGRAPHER: This is beginning of

1 What's FTE?

2 A Full-time equivalent.

3 Q Okay.

4 And academics and academic support
5 fund compensation derived from compensated patient
6 services. You will also receive -- this is the
7 third one -- an annual stipend from the dean's
8 support for two years beginning with your date of
9 hire. Fourth one, you will be eligible to earn an
10 anticipated blank -- it's blacked out -- for CME
11 instruction related to your specific discipline,
12 plus your benefits from the university and college.

13 So as you sit here today, is this the
14 only document that you signed in reference to your
15 association/employment with USF?

16 A I can't specifically remember.

17 Q So when you came to USF, where was your
18 office located?

19 A My -- it was at the Morsani Center for
20 Health Care, which was on the USF campus in North
21 Tampa, I guess it's called.

22 Q All right. And did you have any other
23 office?

24 A No.

1 Q Okay. Did you ever have an office at the
2 campus of Tampa General Hospital?

3 A No.

4 Q Did you see patients at the campus of
5 Tampa General Hospital in an office setting?

6 A No. Are you including the USF building
7 that's --

8 Q Yes.

9 A -- on the campus?

10 Q Yes.

11 A Very rarely. Not on a scheduled basis.

12 Q So rarely you would see patients inside an
13 office at the USF building on the Tampa General
14 Hospital campus?

15 A That's correct.

16 Q How often would you see people at the
17 Tampa General Hospital campus USF building versus
18 the USF office at the University of South Florida?

19 A I never had scheduled hours at the
20 building on the Tampa General campus. On -- again,
21 on rare occasion, maybe a handful over the several
22 years I was there, I would be operating at Tampa
23 General and a patient of mine would need to be seen,
24 and because I was at Tampa General, we would make

1 arrangements to see the patient in the USF building
2 across the parking lot from Tampa General. But I
3 was never scheduled to be seeing patients there.

4 Q When you started in 2008, did you start
5 out at USF or did you start at Tampa General
6 Hospital or both?

7 A My -- my office practice was at USF. The
8 surgeries I did were either at the USF Morsani
9 Surgical Center or at Tampa General Hospital at that
10 point.

11 Q Okay. Now, tell me the process that you
12 went through to gain access to doing surgeries at
13 Tampa General Hospital.

14 A Can you explain? I'm not sure I
15 understand your question.

16 Q Okay. What -- did you have to go through
17 any type of interview with Tampa General Hospital in
18 order for you to do surgeries there?

19 A There was a credentialing process. I had
20 to separately apply to Tampa General Hospital for
21 privileges at Tampa General Hospital. I don't
22 recall if there's any interview as part of that or
23 not.

24 Q Okay. When you applied for privileges at

1 A Yes.

2 Q Okay. Now, did there come a point in time
3 when you only did surgeries at Tampa General
4 Hospital?

5 A No.

6 Q Okay. What percentage of surgeries did
7 you do at Tampa General versus USF?

8 A I -- maybe 60 percent Tampa General, 40
9 percent USF.

10 Q And when you did surgeries at USF, did it
11 involve the residency program for ob/gyn?

12 A Yes, sir.

13 Q Okay. And when you did surgeries at Tampa
14 General Hospital, did it involve the residency
15 program at USF?

16 A Well, it involved residents. I'm not sure
17 what you mean when you ask if it involved the
18 residency program.

19 Q Well, the USF residency program. You had
20 residents at the USF College of Medicine who were in
21 the resident program for ob/gyn, correct?

22 A Yes.

23 Q Okay. You were an assistant professor,
24 correct?

1 questions.

2 - - - - -

3 CROSS-EXAMINATION

4 - - - - -

5 BY MR. EVANGELISTA:

6 Q Can you hear me okay?

7 A Yes.

8 Q Dr. Glazerman, Jim Evangelista. I
9 represent Tampa General Hospital.

10 I just want to make a couple of
11 things clear for the record.

12 Lisa Carter was initially, to your
13 knowledge, seen by Dr. Hoper, the USF physician who
14 specializes in gynecology; is that correct, sir?

15 A Yes.

16 Q And from Dr. Hoper, Lisa-Maria Carter came
17 to see you based upon the referral from Dr. Hoper;
18 is that correct, sir?

19 A Yes.

20 Q Your visits and assessment of Ms. Carter
21 which ultimately led to a recommendation for surgery
22 took place at your office, correct?

23 A Correct.

24 Q Your office that you believe she was at

1 when you visited with her, assessed her, and
2 recommended the surgery was at USF campus; is that
3 correct, sir?

4 A Yes.

5 Q You had indicated that the Morsani Center
6 is on the USF campus, correct?

7 A Yes.

8 Q It is not actually on Bruce B. Downs
9 Boulevard, but is located within USF at the
10 intersection of Holly and Magnolia Avenues, correct?

11 A I don't remember the exact address of it,
12 but yes, it was on the USF campus.

13 Q The USF campus is some distance away from
14 Tampa General Hospital, correct?

15 A Yes, sir.

16 Q You cannot see the Tampa General Hospital
17 campus from the Morsani Center where your office was
18 located, correct?

19 A Correct.

20 Q When you met with Ms. Carter and she
21 ultimately agreed to have the surgery that you
22 proposed, did you make a decision on where that
23 surgery should take place?

24 A Yes.

1 Q Did you recommend it take place at Tampa
2 General Hospital?

3 A Yes.

4 Q And did you make any representations to
5 Ms. Carter about Tampa General Hospital?

6 A That that was where I did most of my
7 surgery.

8 Q And in your opinion, Doctor, was Tampa
9 General Hospital a preferred site for her surgery
10 over the Morsani Center?

11 A Yes.

12 Q And did she agree to that surgery taking
13 place at Tampa General Hospital?

14 A Yes, she did.

15 Q And were there any discussions whatsoever
16 about Tampa General Hospital, what it had to offer,
17 what she may be concerned about, anything of that
18 nature that you recall?

19 A I don't specifically recall, no.

20 Q All right.

21 In terms of the money that you
22 received for performing services as a gynecologist,
23 do you directly bill for your own services?

24 A No.

1 Q Who does?

2 A The USF billing office.

3 Q Is it fair to say, Doctor, that Tampa
4 General Hospital does not do any billing for you as
5 a physician?

6 A Yes.

7 Q And you do not receive any remuneration or
8 payment from Tampa General Hospital as it pertains
9 to patient services rendered by you, correct, sir?

10 A That's correct.

11 Q The hospital did not pay your health
12 insurance?

13 A Correct.

14 Q Did not provide you with any benefits such
15 as workers' compensation, disability, or life
16 insurance, correct?

17 A Correct.

18 Q Facts that were not withheld by Tampa
19 General Hospital; they paid you nothing in terms of
20 working for patients or doing work for patients?

21 A Correct.

22 Q The hospital had no involvement whatsoever
23 in deciding to have Mrs. Carter's or Ms. Carter's
24 surgery performed there, correct?

1 A Correct.

2 Q You were never under contract with Tampa
3 General Hospital to provide medical services for
4 Ms. Carter, correct?

5 A Correct.

6 Q The hospital never set any type of billing
7 or collection policies or requirements for you, did
8 they, sir?

9 A I believe they did not.

10 Q With respect to you and your individual
11 practice, you never were in any type of a joint
12 venture or sharing of profits or losses with Tampa
13 General Hospital, were you, sir?

14 A No.

15 Q You did not have to contribute to any of
16 the hospital's business expenses or vice versa,
17 correct?

18 A They would occasionally ask me for
19 contributions, but other than that, no.

20 Q Voluntary contributions?

21 A Absolutely.

22 Q At the time that you performed any
23 services for Ms. Carter, you were doing so pursuant
24 to your own relationship with her under a

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. _____/

VIDEOTAPED
DEPOSITION OF: KRISTIN POWELL, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: May 30, 2013

TIME: 11:08 a.m. - 12:11 p.m.

PLACE: La Cava & Jacobson, P.A.
Bank of America Plaza
101 E. Kennedy Blvd., Suite 2500
Tampa, Florida 33602

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 52

CARNEY & HECKMAN REPORTING, INC.
700 Central Avenue, Suite 204
St. Petersburg, FL 33701
(727) 623-9961

1 THE DEPONENT: Yes.

2 DIRECT EXAMINATION

3 BY MR. DANDAR:

4 Q Good morning. My name's Ken Dandar. I
5 represent Lisa-Maria Carter. Have you ever had your
6 deposition taken before?

7 A No.

8 Q Okay. In a deposition it's just like as if
9 you're testifying in front of a judge or a jury; you're
10 under oath to tell the truth. Do you understand that?

11 A Yes.

12 Q And in a deposition you're allowed to tell the
13 attorney asking you the question, rephrase the question, I
14 don't -- not sure what you're asking, repeat the question,
15 until you understand it. Would you do that?

16 A Yes.

17 Q Okay. So let me start off by saying, when did
18 you obtain your medical degree?

19 A 2009.

20 Q And where did you do your residency?

21 A University of South Florida.

22 Q And what was your residency in?

23 A Obstetrics and gynecology.

24 Q Okay. Who was the director of your residency?

25 A William Spellacy is the program director.

1 Q Spellacy?

2 MR. LA CAVA: Spellacy.

3 Q Is he still there?

4 A He's still there. He's no longer the program
5 director.

6 Q Okay. And what were the years of your
7 residency?

8 A 2009 to current, 2013.

9 Q Oh, you're still in your residency?

10 A Yes.

11 Q So in 2010 were you a second-year resident?

12 A Yes.

13 Q Okay. And in your residency you get paid a
14 salary, correct?

15 A Correct.

16 Q Okay. And where do you spend your time as a
17 resident?

18 A Usually Tampa General Hospital, also USF clinics
19 and Moffitt Cancer Center.

20 Q Okay. Where do you spend the majority of your
21 time between those three?

22 A Tampa General.

23 Q Okay. How many days a week are you at Tampa
24 General?

25 A Five to seven.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,
Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED

DEPOSITION OF: BRIAN ORR, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: May 30, 2013

TIME: 4:18 p.m. - 4:29 p.m.

PLACE: La Cava & Jacobson, P.A.
Bank of America Plaza
101 E. Kennedy Blvd., Suite 2500
Tampa, Florida 33602

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 16

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St. Petersburg, FL 33701
(727) 623-9961

1 DIRECT EXAMINATION

2 BY MR. DANDAR:

3 Q Please state your name.

4 A Brian Orr.

5 Q And what year did you obtain your medical
6 degree?

7 A In 2010.

8 Q Okay. What month?

9 A In -- in May.

10 Q End of May?

11 A Yep.

12 Q Okay. Was that from USF?

13 A It was the University of Tennessee.

14 Q Oh, okay. And what did you do after that?

15 A Started my residency at University of South
16 Florida.

17 Q In what area?

18 A Obstetrics and gynecology.

19 Q Is that a four-year residency?

20 A Yes.

21 Q Okay. So in November 1st of 2010 you were a
22 first-year resident?

23 A Yes.

24 Q Okay. All right.

25 A No -- yes, yes.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED

DEPOSITION OF: BRITTON CRIGLER, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: July 1, 2013

TIME: 1:33 p.m. - 2:48 p.m.

PLACE: Carney & Heckman Reporting
550 North Reo Street, Suite 300
Tampa, Florida 33609

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 56

CARNEY & HECKMAN REPORTING, INC.
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St. Petersburg, FL 33701
(727) 623-9961

1 Q Oh, when did he stop?

2 A It was -- we switched over to Dr. James Palmer
3 is now --

4 Q When did that happen?

5 A A couple months ago.

6 Q Oh, okay.

7 What is Dr. Spellacy doing?

8 A He's still -- he's still practicing.

9 Q Okay. And when you started your residency in
10 2009, up until today --

11 A Uh-huh.

12 Q -- have you practiced OB/GYN at Tampa General
13 Hospital?

14 A Yes.

15 Q Okay. Have you practiced OB/GYN at any other
16 hospital?

17 A As a part of the residency, we do work at
18 Moffitt Cancer too.

19 Q All right. And as silly as my questions may
20 sound, when you work at Moffitt Cancer Center --

21 A Uh-huh.

22 Q -- that's for cancer patients?

23 A Yes, sir.

24 Q Okay. Now, I forgot to ask you this in the
25 beginning.

1 type of page somewhere where the nurses and the doctors
2 all sign in and print their names nice and neat with maybe
3 their initials next to it so everyone knows when they see
4 something like this in the chart that we just went through
5 on Bates -- original Bates number 1188, that we would all
6 know who wrote this and signed it?

7 MR. EVANGELISTA: Form objection.

8 A When we -- when we are hired, we do sign forms
9 as a part of the hiring. I'm not sure whether it's
10 official for signature recognition or not, but, yes, our
11 signatures that are associated very closely to clearly
12 written names.

13 Q Okay. All right. Who keeps that?

14 A The hospital.

15 Q Okay. And you say "when we are hired." Tell me
16 how and when you were hired.

17 A I was hired just prior to -- my starting date
18 was July 1st, 2009.

19 Q Okay.

20 A So I'm actually -- USF is whose my -- is my
21 primary employer.

22 Q Okay.

23 A University of South Florida.

24 Q Do you have any interviews or interactions with
25 anyone at Tampa General in order to be hired to work at

In The Matter Of:
Lisa-Maria Carter v.
Larry Glazerman, M.D.

Hillary Kufahl, M.D.
November 6, 2013

Michael Musetta & Associates, Inc.
One Tampa City Center, Suite 3400
201 North Franklin Street
Tampa, Florida 33602
Phone: (813) 221-3171; Fax: (813) 225-1714

Original File 11-06-13KUF AHL.txt
Min-U-Script® with Word Index

1 of Wisconsin, Medical College of Wisconsin, for my medical
2 doctor, and residency at USF.

3 Q. What year did you obtain your medical degree from
4 the University of Wisconsin?

5 A. Medical degree was 2007 from the Medical College of
6 Wisconsin.

7 Q. All right. And that's part of the University of
8 Wisconsin?

9 A. No.

10 Q. Oh, okay. What is it?

11 A. It's -- it's a separate medical college, medical
12 school, in Milwaukee.

13 Q. Okay.

14 A. University of Wisconsin in Madison is where I did
15 my undergraduate degree.

16 Q. All right. Then after you obtained your medical
17 degree, M.D., you came to USF?

18 A. Correct.

19 Q. And you did a residency in what?

20 A. Obstetrics and gynecology.

21 Q. Okay. And what was the -- was that from 2007 to
22 2012?

23 A. 2007 to 2011.

24 Q. Okay. And who was in charge of your residency at
25 USF?

1 Q. Was your team of -- gynecological team involved in
2 her care throughout the morning of November 3rd and the
3 afternoon of November 3rd?

4 A. The daytime team was. I was not a part of that
5 team.

6 Q. Okay. How long were you on the nighttime that
7 week?

8 A. The whole week.

9 Q. Okay. And did you work anywhere else then other
10 than Tampa General?

11 A. During that week?

12 Q. Well, let me just -- let's just say your residency,
13 your entire residency, did you work anywhere else other than
14 at Tampa General?

15 A. We went to Moffitt for our oncology rotations.

16 Q. And how often would you do that?

17 A. Twice a year during first, second and third years.

18 Q. How long would each one of those rotations last?

19 A. Five -- five weeks.

20 Q. And how -- in the year -- so in the first three
21 years, you would spend five weeks at Moffitt per year?

22 A. Ten.

23 Q. Ten weeks?

24 A. Twice in each year.

25 Q. Okay. And the rest --

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED
DEPOSITION OF: EVA M. CROOKE, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: May 30, 2013

TIME: 9:23 a.m. - 10:42 a.m.

PLACE: La Cava & Jacobson, P.A.
Bank of America Plaza
101 E. Kennedy Blvd., Suite 2500
Tampa, Florida 33602

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 58

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St. Petersburg, FL 33701
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1 Q Okay. When did you obtain that degree?

2 A I graduated from medical school in 2008.

3 Q Okay. And what did you do after graduation?

4 A I practiced as a resident in obstetrics and
5 gynecology through University of South Florida.

6 Q So did you have to apply to become a -- in the
7 residency program for that OB/GYN?

8 A Yes.

9 Q Okay. I didn't say that very well.
10 OB/GYN residency program.

11 A Yes.

12 Q Okay. And did you start that in 2008?

13 A Yes.

14 Q Okay. Are you finished with that?

15 A Yes.

16 Q When did you finish?

17 A In 2012.

18 Q And where do you work now?

19 A For The Woman's Group.

20 Q And what is that?

21 A A private OB/GYN practice in Tampa.

22 Q When did you start that? When did you begin
23 employment there?

24 A July 2012.

25 Q Okay. Was that right after you completed your

1 on --

2 A That date.

3 Q -- just November 2nd?

4 A Yes.

5 Q The head director who assigns you to Tampa
6 General on November 2nd was who?

7 A The chief residents that year assigned the
8 schedule.

9 Q And that was who?

10 A There are two. Hillary Janicki -- at the time,
11 though, her name was Hillary Kufahl.

12 Q How do you spell that?

13 A K-u-f-a-h-l.

14 Q All right.

15 A And the other chief resident is Siobhan
16 Bertolino.

17 Q Spell the first name.

18 A S-i-o-b-h-a-n.

19 Q Last?

20 A B-e-r-t-o-l-i-n-o.

21 Q O-n-i (sic)?

22 A O.

23 Q O, okay.

24 Do you know which one assigned you that
25 particular day, November 2nd?

1 A They make the schedule together.

2 Q Okay. And they're all USF doctors?

3 A Yes.

4 Q Okay. Now, when you say you're assigned to
5 Tampa General on November 2nd, what does that mean?

6 A I was on a rotation called labor and delivery
7 nights.

8 Q Now, Lisa-Maria Carter had absolutely nothing to
9 do with labor and delivery, so how did you get involved?

10 A The labor and delivery residents also cover the
11 gynecology service at night.

12 Q Okay. Do you remember what hours you worked on
13 November 2nd?

14 A The shift is 7 p.m. to 7 a.m.

15 Q Okay. Did you have any involvement whatsoever
16 with the surgery on November the 1st?

17 A No.

18 Q Do you know who did?

19 A Yes.

20 Q Who?

21 A The residents in the case were Dr. Brian Orr and
22 Dr. Kristin Powell.

23 Q Have you talked to them about this matter with
24 Lisa-Maria Carter?

25 A No.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

CASE NO. 12-CA-009942 DIV. G

-----X
LISA-MARIA CARTER,
:

Plaintiff,
:

vs.
:

LARRY ROY GLAZERMAN, M.D.,
FLORIDA HEALTH SCIENCES CENTER, INC.,
d/b/a TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY OF
SOUTH FLORIDA d/b/a UNIVERSITY OF SOUTH
FLORIDA HEALTH, d/b/a UNIVERSITY OF
SOUTH FLORIDA COLLEGE OF MEDICINE,
:

Defendants.
:
-----X

PLACE: La Cava & Jacobson, P.A.
101 East Kennedy Blvd.
Suite 2500
Tampa, FL 333602

DATE: August 14, 2013

TIME: 10:34 A.M. to 12:19 P.M.

REPORTED BY: DONNA M. DOYLE
NOTARY PUBLIC, STATE OF FLORIDA

DEPOSITION OF
CHRISTINA PAIDAS, MD

COPY

Pages 1 - 85

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700 Central Avenue
Suite 204
St. Petersburg, FL 33701

1 A Paidas. P, as in Peter, A-I-D-A-S. Teefey. T,
2 as in Tom, E-E-F, as in Frank, E-Y.

3 Q And is your married name?

4 A Correct.

5 Q Okay. Congratulations.

6 A Thank you.

7 Q what is your current position?

8 A I'm a third-year resident.

9 Q where?

10 A University of South Florida.

11 Q In what specialty?

12 A Obstetrics and gynecology.

13 Q Is there a professor who is in charge of your
14 residency program?

15 A There is.

16 Q And who is that?

17 A Dr. Jerome Yankowitz, Y-A-N-K-O-W-I-T-Z.

18 (DISCUSSION HELD OFF THE RECORD)

19 BY MR. DANDAR:

20 Q when did Dr. Yankowitz become your -- in charge
21 of your residency program?

22 A I don't know.

23 Q I mean, all three years was he in charge?

24 A For me, yes.

25 Q Okay. All right. Back in November of 2010, you

1 were a fourth-year medical student, right?

2 A Correct.

3 Q At USF?

4 A (Deponent nods head).

5 Q And when did you start working at Tampa General
6 Hospital as part of your education?

7 A Third-year medical student.

8 Q Okay. And in your third year as a medical
9 student were you already specializing in OB/GYN?

10 A No, sir.

11 Q Okay. It's all general?

12 A Yes.

13 Q Okay. As a medical student are you permitted to
14 write physician orders?

15 A No, sir.

16 Q So, that's why I don't find your name in the
17 physician order section of her chart, right?

18 A Yes, sir.

19 Q Okay. All right. who was -- if anyone -- well,
20 it had to be somebody, I'm assuming -- in charge of you
21 while you're working at Tampa General Hospital.

22 A The residents on the team that I am working with
23 as well as the attending on the service as well.

24 Q And you got a schedule of when you're expected
25 to show up at Tampa General Hospital back then?

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED

DEPOSITION OF: LACINDA DENIS, PA

TAKEN BY: Counsel for Plaintiff

DATE: October 28, 2013

TIME: 5:26 p.m. - 7:08 p.m.

PLACE: Tampa General Hospital
One Davis Office Building
Suite 710
Tampa, Florida

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 96

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1 bachelor's in biology, minor in chemistry. I went to USF
2 for a master's in public health, and then I graduated from
3 University of Florida with a physician assistant studies
4 master's degree.

5 Q What year did you graduate with a physician
6 assistant's degree?

7 A 2003.

8 Q You said it was a master's?

9 A Yes.

10 Q Okay. And after graduating from the University
11 of Florida, where did you go?

12 A As far as employment?

13 Q Yes.

14 A Yes, Tampa General.

15 Q Okay. When did you start working for Tampa
16 General?

17 A I initially worked at Tampa General through USF
18 trauma surgery for two years.

19 Q So that was from 203 (sic) to 205 (sic)?

20 A Correct.

21 Q All right. And then where did you go?

22 A And then I went to the employment that I am now,
23 which is Florida Gulf-to-Bay Anesthesiology at Tampa
24 General.

25 Q And what month and year did you start at Florida

1 Gulf-to-Bay?

2 A August of 2005.

3 Q And what is your position there?

4 A Physician assistant.

5 Q All right. What type of medicine do you
6 practice?

7 A Critical care.

8 Q Okay. Is there a difference between a
9 physician's assistant who practices critical care versus a
10 physician's assistant who practices anesthesia?

11 A Yes.

12 Q Okay.

13 A Physician assistants do not practice anesthesia.
14 It would be a -- there's a different title for them, a
15 whole different licensing board, whole different school.

16 Q Okay. Got it.

17 A It would be anesthesia assistants.

18 Q Okay. And how many physician's assistant of
19 critical care employees did Florida Gulf-to-Bay have back
20 on November 1st, 2nd and 3rd of 2010?

21 A Oh, I couldn't tell you.

22 Q Okay. When you were there on November of 2010,
23 did you know there was at least one other physician
24 assistant?

25 A Correct, yes.

In the Matter Of:

LISA-MARIA CARTER

vs.

LARRY ROY GLAZERMAN

NAGA PULLAKHANDAM, M.D.

Volume I

August 16, 2013

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1 Q. Okay. So how is it that you -- again, let's go
2 back -- not again. I'm sorry. How is it that you chose
3 Tampa General Hospital?

4 MR. EVANGELISTA: Form objection.

5 THE WITNESS: As I mentioned, because, mostly
6 because of Enrico Camporesi.

7 BY MR. DANDAR:

8 Q. Okay.

9 A. And he wanted me to be with him. And the
10 weather of Florida made me move.

11 Q. The weather. Okay. Compared to New York.

12 A. Syracuse, New York. Yeah.

13 Q. Okay. Now, Dr. Camporesi was at USF?

14 A. Yep.

15 Q. Okay. Did you apply to work at USF?

16 A. No. I applied to Florida Gulf to Bay
17 Anesthesiology.

18 Q. Okay. And how did you become aware of that
19 group of doctors?

20 A. That was with Camporesi.

21 Q. Okay. All right. And Dr. Camporesi is a --
22 what's his specialty?

23 A. He's anesthesia.

24 Q. Okay. And when you came to Florida Gulf to Bay
25 in Tampa, you were -- you had already completed your

1 9:36. We're going off the record.

2 (Thereupon, at 9:35 a.m., a recess was taken in the
3 proceedings, after which, at 9:39 a.m., the proceedings
4 were reconvened and the following proceedings were had:)

5 THE VIDEOGRAPHER: It's 9:39. We're back on
6 the record.

7 BY MR. DANDAR:

8 Q. Okay. So from 2010, your arrival in Tampa at
9 Florida Gulf to Bay, until June of 2012, you worked for
10 Florida Gulf to Bay that entire time?

11 A. Exactly.

12 Q. Okay. Did you work for anyone else?

13 A. No.

14 Q. No. Okay. Can you tell me why you left
15 Florida Gulf to Bay?

16 A. Because my friends live in Orlando, my friends
17 from medical school.

18 Q. Okay. And so you wanted to be closer to them?

19 A. Exactly.

20 Q. Okay. All right. Now, when you arrived in the
21 summer of 2010 at Florida Gulf to Bay, did you work only
22 as a critical care doctor?

23 A. Mostly, as critical care.

24 Q. Okay. And what facility did you work at as a
25 critical care doctor?

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED

DEPOSITION OF: ALBERT S. KABEMBA, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: May 30, 2013

TIME: 2:11 p.m. - 4:08 p.m.

PLACE: La Cava & Jacobson, P.A.
Bank of America Plaza
101 E. Kennedy Blvd., Suite 2500
Tampa, Florida 33602

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 88

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St. Petersburg, FL 33701
(727) 623-9961

1 surgical residency to get to critical care fellowship?

2 A If you do surgery, yes. 39 a residency, yes,
3 you need to do surgery and then apply for a critical care
4 fellowship in surgery. Each discipline, whether it's
5 medicine, anesthesia, or surgery, has its own critical
6 care pathway.

7 Q Okay. And -- but you have both, right, you have
8 surgery and anesthesia?

9 A Well, I did surgery initially because I thought
10 I was gonna be a general surgeon.

11 Q Okay.

12 A However, what happened was, I switched to an
13 anesthesia residency after two years.

14 Q Okay. All right. And when did you finish your
15 anesthesia residency?

16 A 2000.

17 Q Okay. Back in November of 2010 how were you
18 employed?

19 A Back in November of 2010 I was employed by
20 Florida Gulf-to-Bay Anesthesia.

21 Q Okay. And in what capacity?

22 A 39 an anesthesiologist. My primary
23 responsibilities was -- were anesthesia and critical care.

24 Q Okay. Do you know Dr. Naga?

25 A Dr. Pullakhandam or doc --

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO: 12-CA-009942
Division: G

LISA-MARIA CARTER,

Plaintiff,

vs.

LARRY ROY GLAZERMAN, M.D.; FLORIDA
HEALTH SCIENCES CENTER, INC., d/b/a
TAMPA GENERAL HOSPITAL, and the
BOARD OF TRUSTEES OF THE UNIVERSITY
OF SOUTH FLORIDA, d/b/a UNIVERSITY OF
SOUTH FLORIDA HEALTH, d/b/a
UNIVERSITY OF SOUTH FLORIDA COLLEGE OF
MEDICINE,

Defendants. /

VIDEOTAPED

DEPOSITION OF: SALLY HOUSTON, M.D.

TAKEN BY: Counsel for Plaintiff

DATE: September 27, 2013

TIME: 8:09 a.m. - 11:33 a.m.

PLACE: Tampa General Hospital
Harbourside Medical Tower
5 Tampa General Circle, Suite 120
Tampa, Florida

REPORTED BY: Ruth A. Carney, RPR
Notary Public
State of Florida at large

Pages 1 - 122

CARNEY & HECKMAN REPORTING, INC.
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INDEX

Deponent called by the Plaintiff:

	PAGE
SALLY HOUSTON, M.D.	
Direct Examination by Mr. Dandar	5
Cross-Examination by Mr. Evangelista	104
Redirect Examination by Mr. Dandar	113
Recross-Examination by Mr. Evangelista	119
Certificate of Oath	120
Errata Sheet	121
Certificate of Reporter	122

EXHIBITS

	PAGE
Exhibit 1 Malpractice History for Larry Glazerman	19
Exhibit 2 TGH Patient Care Services	32
Exhibit 3 Affiliation Agreement between TGH and USF	53
Exhibit 4 Operating Addendum No. 4 to the Affiliation Agreement	63
Exhibit 5 Operating Addendum No. 1 to the Affiliation	63

1 MR. EVANGELISTA: Form.

2 A I don't know.

3 Q Back in November of 2010, aren't all the -- if
4 there was a video, isn't it stored on a hard drive?

5 MR. EVANGELISTA: Form objection.

6 A I don't know where it would be stored.

7 MR. DANDAR: Okay. It's 11:13 a.m. and that's
8 all the questions I have for you thus far.

9 MR. EVANGELISTA: Okay. Let me -- do you have
10 any questions?

11 MS. MALLIN: No.

12 MR. EVANGELISTA: You okay or do you want to
13 take a break?

14 THE DEPONENT: No, that's fine.

15 CROSS-EXAMINATION

16 BY MR. EVANGELISTA:

17 Q All right. Dr. Houston, I just have a couple of
18 questions for you.

19 Regarding your knowledge as chief medical
20 officer about -- in relationship with University of South
21 Florida, okay?

22 A Yes.

23 Q The University -- I'm sorry, Tampa General
24 Hospital does not handle any billing or collection
25 services for Dr. Glazerman?

1 A That's correct.

2 Q And it did not handle any billing or collection
3 services for Dr. Glazerman back in 2010?

4 A That's correct.

5 Q Tampa General Hospital provides Dr. -- provided
6 Dr. Glazerman with no guidance on his own billing
7 practices back in 2010?

8 A That's correct.

9 Q All of the billing that Dr. Glazerman did with
10 respect to his patients was on his own, independent of TGH
11 influence?

12 A That's correct.

13 Q Dr. Glazerman's fees for any services rendered
14 to patients at General Hospital (sic) were not shared with
15 TGH in any way?

16 A They were not.

17 Q Throughout Dr. Glazerman's tenure with this
18 hospital as a member of its medical staff, TGH did not
19 make any payments to Dr. Glazerman for the performance of
20 services to patients?

21 A That's correct.

22 Q During that same time frame in question, while
23 Dr. Glazerman was a member of this medical staff, to your
24 knowledge as chief medical officer, and based upon any
25 research that you've done, no payments were made by TGH to

1 USF with respect to services being performed by
2 Dr. Glazerman relative to patient care?

3 A That's correct.

4 Q To your knowledge, Dr. Glazerman was never a
5 medical director?

6 A That's correct.

7 Q To your knowledge, the hospital, Tampa General
8 Hospital, did not enter into any contracts with
9 Dr. Glazerman for any in-house chart review?

10 A That's correct.

11 Q With respect to Tampa General Hospital's
12 relationship with USF, specifically as it pertains to the
13 care of patients that come under its -- or that have
14 issues involving gynecological issues, Tampa General
15 Hospital makes no payments whatsoever to USF in that
16 regard; is that correct?

17 A I'm sorry, can you repeat that?

18 Q That was a poorly-worded question.

19 With respect to gynecological patients and USF
20 physicians providing care for gynecological patients at
21 Tampa General Hospital, isn't it true that TGH makes no
22 payments to USF in that regard?

23 A That's correct.

24 Q Tampa General Hospital never required that
25 Dr. Glazerman spend any specific number of hours here at

1 Tampa General Hospital; is that correct?

2 A The hospital did not set his schedule.

3 Q This has been talked about to some extent during
4 the direct examination, but just so that it's clear, with
5 respect to medical decisions made by physicians, isn't it
6 true, Dr. Houston, based upon your knowledge both as a
7 physician that's on staff and as chief medical officer,
8 that the hospital does not direct those medical decisions?

9 A That's correct.

10 Q And does not influence them in any way?

11 A That's correct.

12 Q The medical staff operates independently?

13 A That's correct.

14 Q And the physicians on that medical staff are the
15 individuals who make the medical decisions concerning the
16 care of the patients?

17 A That's correct.

18 Q With respect to disputes among physicians, it is
19 understood by Tampa General Hospital that the physicians
20 through the medical staff will work through those disputes
21 on what is best for the patient?

22 A Yes.

23 Q In the case of Tampa General Hospital, as chief
24 medical officer at that time, did any physician bring to
25 your attention a dispute that could not be resolved

1 regarding the care of Lisa-Maria Carter?

2 A No.

3 Q With respect to the provision of gynecological
4 services here at Tampa General Hospital, USF is not an
5 exclusive provider; is that correct?

6 A That's correct.

7 Q And in 2010 there were other gynecologists on
8 staff who had medical staff privileges here who were not
9 affiliated with USF; is that correct?

10 A That's correct.

11 Q And those physicians that were not USF
12 affiliated, a number of them had privileges, which would
13 have included performing the type of surgery that was
14 performed on Mrs. -- or Ms. Carter?

15 A That's correct.

16 Q In terms of any profits that may be generated by
17 USF and Tampa General Hospital, to your knowledge there is
18 no sharing of those profits?

19 A That's correct.

20 Q Reciprocally to the extent that there are
21 losses, USF and Tampa General do not share in any losses?

22 A That's correct.

23 Q Are you aware of any contracts which provide for
24 the sharing of profits or losses between USF and Tampa
25 General?

1 A There are no contracts that involve profit
2 sharing or sharing of losses.

3 Q Theoretically, USF could make profits one year
4 while Tampa General Hospital loses money one year and
5 there's no agreement or understanding that one will help
6 out the other?

7 A That's correct.

8 Q With respect to Dr. Glazerman, he maintained an
9 office close by here; you're aware of that?

10 A Yes.

11 Q There is no joint ownership of the property
12 where Dr. Glazerman maintained an office with Tampa
13 General Hospital, was there?

14 A No.

15 Q The OB/GYN residents that were serving under
16 Glazerman's service, would they be governed by any type of
17 USF agreement?

18 A The -- well, they -- the fact that they were
19 here is under the GMA agreement, and the affiliation
20 agreement provides, you know, for having residents at the
21 hospital.

22 Q Okay. So the -- the agreement that may cover
23 the OB/GYN residents in general would be the GMA
24 agreement?

25 A That's correct.

1 Q And that's the only agreement that you're aware
2 of between Tampa General Hospital and USF with respect to
3 OB/GYN services?

4 A Resident services, yes.

5 Q Okay. And as it pertains to Dr. Glazerman's
6 services, there was no contract between USF and
7 Dr. Glazerman for providing services?

8 A There was no contract between Tampa General and
9 Dr. Glazerman.

10 Q For providing patient services?

11 A For providing -- right.

12 Q There was a contract between Tampa General
13 Hospital and USF, which we've referred to as the
14 affiliation agreement?

15 A That's correct.

16 Q And under that affiliation agreement, again, no
17 monies were paid to Dr. Glazerman by TGH?

18 A That's correct.

19 Q No monies were paid to USF with respect to
20 patient services rendered by Dr. Glazerman?

21 A You -- I can't say specifically that that's the
22 case, because as part of the operating addendum, there is
23 coverage for call for services. I don't know if he might
24 have provided some call service for trauma patients or
25 something like that.

maintain Operating Addenda to this Affiliation Agreement to set forth the specific terms, conditions, and covenants of their affiliation agreement relative to University research programs and activities at Hospital.

VI. INSURANCE, LIABILITY, AND RECORDS

6.1 University Insurance. USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents assigned by University to Hospital are employees or agents of University whose performance of services at Hospital under this Affiliation Agreement and any of the Operating Addenda is an integral part of such employment or agency function with and for University. The USF Board of Trustees and/or the Florida Board of Education, as provided by law, is vicariously responsible for the negligent acts and omissions of USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents assigned at Hospital to the extent provided in Section 768.28, Florida Statutes. During the term of this Agreement, the USF Board of Trustees and/or Florida Board of Education, as provided by law, shall maintain protection against professional liability claims by the University of South Florida Health Sciences Center Self-Insurance Program, a self-insurance program created pursuant to Section 240.213, Florida Statutes, to the extent and in the amounts permitted by Section 768.28, Florida Statutes. University shall annually provide Hospital a certificate evidencing its current professional liability self-insurance coverage.

6.2 Hospital Insurance. During the term of this Agreement, Hospital shall maintain comprehensive general liability insurance, including professional liability insurance, insuring against claims for bodily injury, personal injury, and property damage arising out of the acts, conduct, or omissions of Hospital, its employees, officers, and agents. Hospital shall annually provide University a certificate evidencing its current liability insurance coverage.

6.3 Relationship of the Parties.

- (a) University and Hospital are independent contractors and nothing in this Affiliation Agreement or any Operating Addendum shall be deemed or construed to create a partnership, joint venture, association, employment, or agency relationship between University and Hospital. The USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents are selected and engaged as employees or agents of University and assigned by University to perform duties at Hospital and shall not be deemed to be an employee or agent of Hospital for any reason, nor shall an employee or

agent of Hospital, who is not an employee of University and/or the Florida Board of Education, as provided by law, be deemed an employee of University and/or the Florida Board of Education, as provided by law. Neither Hospital nor University nor their respective employees shall have any right or power to supervise, select, engage, hire, fire, or discipline the employees of the other Party. Neither Hospital nor University shall be responsible in any way for the debts, liabilities or obligations of the other Party.

- (b) University shall have sole responsibility for determining and providing salary and benefits to USF Physicians and Residents, and USF Physicians and Residents shall not receive any compensation or employment benefits from Hospital for services provided to the Hospital. In accordance with the USF College of Medicine Clinical Faculty Compensation Policy, the College's determination of USF Physician compensation does not take into account the volume or value of any referrals or other business generated by a USF Physician as a referring physician within the College or any of its affiliated hospitals.
- (c) All equipment, supplies and resources provided by Hospital shall be controlled and maintained by Hospital. University, USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents shall not have authority or responsibility with regard to purchase or maintenance of Hospital equipment, supplies and resources.
- (d) University hereby acknowledges and agrees and shall stipulate in any action, suit, or proceeding involving Hospital that USF Physicians, USF Clinical Supervisors, Residents, students, and other University employees and agents are, with respect to all acts and omissions in the scope of their employment or agency function, employees and/or agents under the right of control and actual control of the University and/or the Florida Board of Education, as provided by law, as provided by law, and are not agents and employees of Hospital. University shall not in any action, suit, or other proceeding assert that USF Physicians, USF Clinical Supervisors, Residents, students, and/or other University employees and agents should be deemed to be the agents of any person other than the University and/or the Florida Board of Education, as provided by law, pursuant to the terms of Section 240.215, Florida Statutes.
- (e) No benefit, if any, to either party under this Agreement is bestowed (i) in return for the referral of patients, if any, or (ii) in return for purchasing, leasing, or ordering services from either Party. Either Party may refer patients to the other party and shall make such referrals, if any, based only on the professional medical judgment of the healthcare provider and the needs and desires of the

3. Compensation. Hospital shall pay to University as compensation for the performance of its duties under this Addendum the sums specified in the properly executed Schedule A to this Addendum. It is understood and agreed by the Parties that the amount of compensation under this Addendum shall be based on the amount of the salary and benefits provided by University to the Residents assigned to Hospital, together with the applicable University administrative overhead assessment, but shall not exceed the sums specified in Schedule A, unless modified by mutual agreement of the Parties. It is understood that Residents' benefits include life, health, and disability insurance, resident assistance program, Medicare/FICA taxes, unemployment and workers' compensation, sick leave pool, and professional liability protection by the USF Health Science Center Self-Insurance Program. Hospital shall make compensation payments to University in twelve monthly installments due in advance on the first day of each month, with each payment to be made by two separate checks as follows: (i) check payable to University of South Florida for salary costs, payroll expenses, and administrative overhead amounts as specified in Schedule A, and (ii) check payable to University Medical Service Association, Inc. for professional liability protection and fringe benefit costs as specified in Schedule A. All such payments shall be mailed to: USF College of Medicine, Business Office, University of South Florida, MDC Box 66, 12901 Bruce B. Downs Blvd., Tampa, Florida 33612. Within thirty days after the end of each quarter, the Parties shall perform a reconciliation to determine any appropriate adjustment in the next quarter's monthly payments based on the number and PGY level of Residents actually assigned to Hospital and the associated costs thereof. College shall have sole responsibility for determining and providing salary and benefits to Residents, and Residents shall not be entitled to receive any compensation or benefits from Hospital for services provided pursuant to this Addendum.

4. Patient Billing. The authority and responsibility to bill, collect, and account for professional services provided by USF Physicians who supervise Residents shall reside with University, except in circumstances where such authority and responsibility is specifically granted by University to Hospital. University shall maintain a corporate compliance program to assure that documentation and billing for services provided by USF Physicians is carried out in compliance with applicable laws and rules.

5. Removal of Residents from Hospital. Hospital, at any time and at its sole discretion, may suspend or remove from its facilities and from providing services to patients at Hospital any Resident(s) whose conduct or work with patients or personnel is not, in the opinion of Hospital administration, in accordance with Hospital's standards of performance. University may at any time withdraw a Resident from assignment to Hospital whose progress, conduct or work does not meet the standards of the Hospital, the Medical Staff, or the College, and shall promptly notify Hospital of such withdrawal of a Resident.

6. Resident Duties. Residents are employees of University. The registration of Residents with the State of Florida, Board of Medicine shall be the sole obligation and responsibility of University. Residents assigned by University to provide medical services at Hospital pursuant to this Addendum shall do so under the supervision and control of, and shall report and be responsible to USF Clinical Supervisors. Hospital shall have no obligation to supervise, direct or control the provision of medical care and treatment to Hospital patients by Residents, which responsibility shall reside solely with USF Clinical Supervisors. University shall assure that Residents perform the following duties pursuant to their employment by University:

6.1 Perform patient care duties at Hospital under supervision of USF Clinical Supervisors and consistent with the Residents' scope of practice authorized for their level of training and in accordance with University/College and Hospital policies and procedures and applicable

benefits from Hospital for services provided to Hospital. In accordance with the USF College of Medicine Clinical Faculty Compensation Policy, University's determination of USF Physician compensation does not take into account the volume or value of any referrals or other business generated by a USF Physician as a referring physician within the College or any of its affiliated hospitals.

12. Time of Essence. In the performance of all obligations hereunder, time is strictly of the essence.
13. Status of Parties. As set forth in the Affiliation Agreement, University and Hospital are independent contractors and nothing in this Addendum shall be deemed or construed to create an employment or agency relationship. Likewise, nothing contained in this Addendum shall constitute or be construed to be or to create a partnership or joint venture between Hospital and University. This Addendum is strictly for the benefit of the Parties hereto and is not meant to create any rights in third parties or third-party beneficiaries. Hospital Personnel shall not be deemed to be employees or agents of University or the College Faculty Practice Plan for any reason. The employees of University and the College Faculty Practice Plan shall not be deemed to be employees or agents of Hospital for any reason. University shall have no responsibility for the payment of salary, income tax and social security withholding, vacation and sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, professional liability protection, or other employee benefits of any kind for Hospital Personnel. Hospital shall have no responsibility for the payment of salary, income tax and social security withholding, vacation and sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, professional liability protection, or other employee benefits of any kind for USF Physicians. The Parties agree that Hospital shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on behalf of University or USF Physicians. All such payments, withholding, and benefits are the responsibility of University, and, to the extent permitted by law, University shall indemnify and hold Hospital harmless from any and all loss or liability arising from such payments, withholding, and benefits. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge the independent contractor status of University and its employed USF Physicians and Residents, the Parties agree that both Hospital and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.
14. Modifications and Amendments. This Addendum may not be modified, amended, or renewed except in writing signed by both Parties.
15. Affiliation Agreement. This Addendum is subject to all the terms and conditions of the Affiliation Agreement, and in the event that any of the provisions of this Addendum, except for the Notice and Dispute Resolution and Termination provisions of this Addendum (Sections 17 and 24), conflict with the Affiliation Agreement, the provisions of the Affiliation Agreement shall govern. In the event that the Notice or Dispute Resolution and Termination provisions of this Addendum (Sections 17 or 24) conflict with the Affiliation Agreement, this Addendum shall govern.
16. Performance Incentive.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

- - - - - x
LISA-MARIA CARTER, :
: :
Plaintiff, :
:Case No. 12-CA-009942
vs. :
:Division G
LARRY ROY GLAZERMAN, M.D.; :
FLORIDA HEALTH SCIENCES CENTER, :
INC. d/b/a TAMPA GENERAL HOSPITAL; :
and the BOARD OF TRUSTEES OF THE :
UNIVERSITY OF SOUTH FLORIDA d/b/a :
UNIVERSITY OF SOUTH FLORIDA HEALTH :
d/b/a UNIVERSITY OF SOUTH FLORIDA :
COLLEGE OF MEDICINE, :
: :
Defendants. :
- - - - - x

VIDEOTAPED
DEPOSITION OF: LISA-MARIA CARTER

DATE: September 5, 2013

TIME: 1:02 p.m. to 5:06 p.m.

PLACE: 521 69th Avenue North
St. Petersburg, Florida

PURSUANT TO: Notice by counsel for
Defendants for purposes of
discovery, use at trial
or such other purposes
as are permitted under
the Florida Rules
of Civil Procedure

BEFORE: Karen S. Hehn, RMR
Notary Public
State of Florida at Large
Pages 1 to 165

Riesdorff Reporting Group, Inc. (813) 222-8963

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INDEX

Description	Page
DIRECT EXAMINATION BY MR. EVANGELISTA	4
CROSS-EXAMINATION BY MR. LA CAVA	113
CROSS-EXAMINATION BY MR. DANDAR	142
REDIRECT EXAMINATION BY MR. EVANGELISTA	156
RE-CROSS-EXAMINATION BY MR. LA CAVA	160
CERTIFICATE OF OATH	163
REPORTER'S CERTIFICATE	164
ERRATA SHEET	165

DEFENDANT'S EXHIBITS

Description	Page
Composite No. 1 - Medical Records	76
Composite No. 2 - Consent Forms	80

1 A. Maybe two, three times a month, but I talk to
2 him very regularly.

3 Q. Okay. Was he involved in this decision to go
4 up to the Cleveland Clinic?

5 A. I'm not aware of that.

6 Q. And in terms of making the arrangements to go
7 to the Cleveland Clinic, that's not something you did?

8 A. No, I didn't make the arrangements.

9 Q. Who did all that?

10 A. Counselor Dandar did.

11 Q. Mr. Dandar. Okay. That trip to the Cleveland
12 Clinic was approximately when?

13 A. It was May 15th through 17th, 2013.

14 Q. Now, before May 17th, 2013, can you tell me the
15 last physician you saw or ARNP, if not a medical doctor
16 himself or herself, that evaluated your fistula and told
17 you anything about surgical repair or treatment of that
18 fistula? Can you tell me the last person to have
19 evaluated that?

20 A. The last person to have evaluated this was
21 Dr. Llerena when I returned from rehab. He was the last
22 person to evaluate. And that was sometime towards the
23 beginning of 2011.

24 Q. That was quite sometime ago?

25 A. It was quite sometime ago.

1 A. Okay.

2 Q. Do you have any recollection of ever having a
3 mental status or mental health evaluation?

4 A. I visited Kathy Fountain as necessary prior to
5 having the surgery on November the 1st, 2010.

6 Q. Other than seeing Kathy Fountain as a mental
7 health counselor for purposes of having this surgery that
8 was performed on November 10th -- that's what you said,
9 right, was for that purpose?

10 A. No, that's not what I said.

11 Q. That's not what you said?

12 A. That's not what I said. You asked me did I see
13 anyone prior to the surgery, and I said I had seen Kathy
14 Fountain which I saw her for other issues outside of the
15 surgery prior to November 1st, 2010.

16 Q. So, November 1st wasn't the day that you saw
17 Kathy Fountain?

18 A. No.

19 Q. You used November 1st -- prior to that date,
20 you've seen her for other reasons?

21 A. For other reasons, yes.

22 Q. Stemming back approximately how long?

23 A. Does that really matter?

24 Q. Yes, ma'am.

25 A. Stemming back to approximately 2009.

1 Q. Now, in terms of going to Iraq, you needed
2 medical clearance?

3 A. Yes.

4 Q. All right. Now, you went to see Dr. Allen
5 initially; is that right?

6 A. No, I didn't go see Dr. Allen.

7 Q. You didn't see Dr. Allen?

8 A. For clearance?

9 Q. Yes, ma'am. On September 20th, 2010. I'm
10 sorry. Prior to September 20th, 2010.

11 A. I don't recall going to see Dr. Allen.

12 Q. Didn't Dr. Allen refer you to Dr. Hochberg?

13 A. No, Dr. Allen did not refer me to Dr. Hochberg.

14 Q. No?

15 A. No. Actually it was Kathy Fountain that
16 referred me to Dr. Hochberg.

17 Q. Kathy Fountain. So, you had seen Kathy
18 Fountain about this medical clearance?

19 A. I spoke with her.

20 Q. Okay. Did you contact the military to get a
21 referral for the medical clearance?

22 A. No.

23 Q. How come?

24 A. At that time --

25 Q. Go ahead. I'm sorry.

1 A. Kathy Fountain.

2 Q. -- the mental health practitioner.

3 A. She referred me to Dr. Hochberg.

4 Q. Okay. And did you go to see Dr. Hochberg based
5 upon that referral?

6 A. I went to see Dr. Hochberg, but it wasn't for
7 clearance for the medical. I went to see Dr. Hochberg
8 for my annual gyne -- gynecologic -- gyne -- well, GYN.

9 Q. All right. So, let's see if we've got this
10 clear. In 2010 before going to Iraq you went to see
11 Dr. Hochberg?

12 A. I went to see Dr. Hochberg sometime in 2009 for
13 my annual female visit.

14 Q. All right. So --

15 A. But when it came time to go for clearance, I
16 went back to her to have her sign off on my medical
17 clearance paperwork.

18 Q. All right. So, at least a year before your
19 surgery, you established a patient-physician relationship
20 with Dr. Hochberg?

21 A. Yes.

22 Q. And Dr. Hochberg is a gynecologist?

23 A. Yes.

24 Q. And that relationship was established in a
25 manner that you cannot recall whether it involved a

1 memory of the name of the physician with whom you
2 discussed this issue at Fort Benning?

3 A. It wasn't any type of doctor. They were just
4 like medical people that -- they were military that you
5 just talk to. They look over your paperwork and press
6 and stamp. Do I know the name? No, I don't.

7 Q. Did the process at Fort Benning involve any
8 type of diagnostic testing or evaluations, physical
9 evaluations, of you, assessments?

10 A. No. It was always just paperwork.

11 Q. It was just paperwork?

12 A. It was paperwork and inoculations.

13 Q. Okay. And so based upon the review of
14 paperwork, the folks at Fort Benning told you that you
15 would not be medically cleared because you had a
16 condition --

17 A. Yes.

18 Q. -- that needed to be treated?

19 A. Right.

20 Q. And what condition did they tell you needed to
21 be treated?

22 A. They told me, according to the paperwork from
23 Dr. Hochberg, is that I had a cyst on my ovary, and they
24 would not be able to clear me at that time.

25 Q. Okay. And the paperwork that they would have

1 had available to them at that time was from a 2009 visit?

2 A. Yes.

3 Q. Okay. So, then after Fort Benning, you
4 followed up with Dr. Hochberg?

5 A. After Fort Benning, I came back here, back to
6 the Tampa Bay area. I called her, and she said she did
7 not do any type of surgery. She gave me options, but I
8 was on a short time limit to get overseas. She gave me
9 several options and she said -- for surgery, and she gave
10 me names of three different doctors that she would refer
11 to -- for me to go to.

12 Q. All right. So, Fort Benning tells you that you
13 have a gynecological issue that needs to be addressed
14 while you're in Georgia?

15 A. While I'm in Georgia.

16 Q. Okay. Do they give you any referrals?

17 A. No.

18 Q. Do you ask for any?

19 A. No.

20 Q. Why not?

21 A. That's not their job. Their job is to clear
22 you or to not clear you.

23 Q. I understand it's not their job. You're
24 military -- at a military base, and in the past you have
25 asked for referrals through military bases for medical

1 A. Dr. Anna Parsons?

2 Q. That's correct.

3 A. I don't know -- I don't know who she is, but
4 she may be the other doctor in Dr. Hochberg's office.
5 But if I had spoken with her, it was prior to me coming
6 back to the Tampa area. I may have spoken with her while
7 I was in Fort Benning.

8 Q. Okay. Do you have a memory of speaking with a
9 nurse named Miss Wimbush?

10 A. I don't know of any nurse.

11 Q. You don't remember any nurse?

12 A. No.

13 Q. Okay. And do you have any recollection of
14 speaking with anybody about what it was that you wanted
15 done?

16 A. Other than Dr. Hochberg, I spoke with some
17 people in her office. Names I do not remember. So,
18 that's the answer to that.

19 Q. Okay. With respect to the people, including
20 Dr. Hochberg, that you spoke to about your condition, do
21 you agree that you told them, whomever it is that you may
22 have spoken with, that you were looking to get medical
23 clearance so you could go to Iraq?

24 A. Yes.

25 Q. And is it fair to say that they, including

1 Dr. Hochberg, discussed with you your options?

2 A. Yes.

3 Q. And one of the options was to treat your cyst
4 conservatively through medication and time?

5 A. Yes.

6 Q. And that option was one that Dr. Hochberg would
7 be able to oversee?

8 A. Yes.

9 Q. Okay. And is it fair to say that you declined
10 that option?

11 A. Yes.

12 Q. And Dr. Hochberg discussed with you that there
13 might be some other options which other doctors would
14 have to evaluate including potentially surgery?

15 A. Yes.

16 Q. And you indicated that that's what you wanted
17 to do?

18 A. Yes.

19 Q. And you indicated that that's what you wanted
20 to do because you wanted to be allowed to go to Iraq?

21 A. Right.

22 Q. Okay. And is it fair to say, ma'am, without
23 the medical clearance, you would not have been able to go
24 to Iraq?

25 A. Right.

1 Q. And without the medical clearance, you would
2 not be paid pursuant to the terms of the contract that
3 you signed?

4 A. Right.

5 Q. Okay. And, frankly, the contract that you
6 signed for employment included that you would be working
7 on a 24/7 basis and getting paid significantly more money
8 because you were in Iraq?

9 A. Yes.

10 Q. And that's something you wanted to do?

11 A. Yes.

12 Q. Okay.

13 MR. DANDAR: Do you need to take a break?

14 THE WITNESS: No. I'm fine.

15 BY MR. EVANGELISTA:

16 Q. Now, when you saw Dr. Hochberg and she
17 discussed this with you, she told you that she herself
18 would not be someone who could provide you with the
19 advice on surgical intervention?

20 A. Right. I did not see her. I spoke with her.

21 Q. You never actually saw her in person?

22 A. No. I spoke with her.

23 Q. Okay. Did you ever see anybody in person at
24 Dr. Hochberg's office --

25 A. At her office?

1 is, right?

2 A. No, I don't.

3 Q. Okay. When you spoke with Dr. Hochberg, did
4 she tell you that based upon what she had found that
5 there were certain risks in going to Iraq without having
6 that cyst treated?

7 A. No, she didn't say that.

8 Q. She didn't tell you that it could burst?

9 A. Yes, it could burst, yes.

10 Q. Did she tell you that, frankly, if she were to
11 treat you, she could not clear you for about a year?

12 A. Yes.

13 Q. Okay. And she told you that she did not feel
14 it was safe for you to go overseas without having that
15 cyst taken care of?

16 A. Yes.

17 Q. Okay. You understood all of that?

18 A. Yes.

19 Q. Okay. I'll tell you also that the records
20 reflect that you actually went to Dr. Hochberg's office
21 on at least two occasions in September and October, and
22 that Dr. Hochberg performed evaluations or there were
23 evaluations performed at her office during that time
24 frame. Does that refresh your memory at all?

25 A. No.

1 A. I would agree with that.

2 Q. I mean you're not going to dispute that you
3 never saw a medical professional associated with
4 Dr. Hochberg's office in September or October of 2010?

5 A. I'm not going to dispute with you, no.

6 Q. Okay. Now, following the evaluation, the
7 discussion, where she told you about the cyst and what
8 she could do and what that would involve and how long it
9 would take for you to get medically cleared, there was
10 also some discussion about the potential for surgery; is
11 that right?

12 A. Yes.

13 Q. Okay. And when Dr. Hochberg discussed that
14 with you, did she tell you that she herself was not
15 someone that would make those recommendations regarding
16 surgery?

17 A. She said that she does not do surgery. That
18 she would refer me to someone else that she knew that
19 would do surgery.

20 Q. Okay. So, did you ask her for that referral or
21 did she volunteer that information?

22 A. Well, she mentioned it, and I followed with her
23 on that. I asked her for that.

24 Q. And was it given at the same time as that visit
25 or did that come in a different form at a later date?

1 BY MR. EVANGELISTA:

2 Q. Okay. Where we had left off is we had talked
3 about seeing Dr. Hochberg or being involved with her
4 office and discussing that surgical consult was where you
5 wanted to head, and she was going to give you some
6 referral sources, and you called to get those?

7 A. Yes.

8 Q. Okay. And do you recall who you spoke with
9 when those referral sources were given to you?

10 A. I don't recall who I spoke with.

11 Q. Okay. And can you tell me the names of the
12 physicians who were identified through Dr. Hochberg's
13 office?

14 A. The only name I remember is Dr. Glazerman.

15 Q. Okay. Was that the only name that was given to
16 you or just the only name that you remember?

17 A. The only name I remember was Dr. Glazerman.

18 Q. I think you had mentioned -- and if I'm
19 remembering this incorrectly, please tell me -- that you
20 thought she gave you three names?

21 A. She gave me three names, yes.

22 Q. Okay.

23 A. I can't remember the names. The only name that
24 I do remember is Dr. Glazerman.

25 Q. Okay. And that's who you ultimately went to

1 see?

2 A. Yes.

3 Q. Okay. Now, after Dr. Hochberg or her office,
4 whoever it is that you spoke with over the phone, gave
5 you those names as potential surgical consultants, did
6 you discuss the names of those physicians/surgeons with
7 anyone else before making your decision on who to follow
8 up with?

9 A. No.

10 Q. Okay. And did you ultimately choose
11 Dr. Glazerman on your own?

12 A. Yes.

13 Q. Okay. And when you made that choice, you did
14 so based upon what information?

15 A. The information that he was able to do it in a
16 time that I needed that was necessary, and that he seemed
17 confident that all was going to be fine.

18 Q. Had you talked to him before making the -- I
19 mean how did you -- let me back up. Before you spoke
20 with Dr. Glazerman's office, obviously you made a
21 decision to call him?

22 A. Yes.

23 Q. Okay. And what caused you initially to call
24 him as opposed to the other two?

25 A. He was the second call that I made. The first

1 one was on vacation and wouldn't be able to meet with me.
2 And he was the second number that I called, and he was
3 able to meet with me in the time that I needed.

4 Q. All right. So, with respect to the referral
5 sources given to you through Dr. Hochberg's office,
6 Dr. Glazerman was the second call that you made, and
7 because of his availability and willingness to
8 potentially perform surgery in a relatively short time
9 frame which would accommodate you in a potential dispatch
10 to Iraq, you chose Dr. Glazerman?

11 A. Yes.

12 Q. Okay. Now, do you have any memory, ma'am, of
13 meeting with Dr. Glazerman and going over the procedure
14 and actually signing some consent forms?

15 A. I met with him the Friday before the surgery.

16 Q. Okay. I just want to show you some consent
17 forms. I'm not going to talk with you about your
18 discussions with Dr. Glazerman. I'll let his lawyers do
19 that. But I have put together some documents that we've
20 pulled that have your -- what appears to be your
21 signature on them, and I want to make sure that they are
22 your signatures.

23 Can you take a look at those with her? Do you
24 see those -- are those your signatures?

25 A. Yes, that's my signature.

1 Q. Okay.

2 A. I should say that was my signature.

3 Q. Yes, ma'am. I'm sure it's not now.

4 A. Okay.

5 MR. DANDAR: Is that your signature? Where's
6 the signature?

7 THE WITNESS: I guess it's my signature. At
8 least part of it.

9 BY MR. EVANGELISTA:

10 Q. Yeah. Some of these copies might be cut off a
11 little bit or faded.

12 A. That was my signature, uh-huh. (Indicates
13 affirmatively.) That was my signature and my printing.
14 And that's it.

15 MR. EVANGELISTA: All right. I'm going to go
16 ahead and attach this as Composite Exhibit 2 to the
17 deposition.

18 BY MR. EVANGELISTA:

19 Q. Miss Carter, do you have any memory of the
20 process involved in going through these consent forms and
21 signing them?

22 A. Yes.

23 Q. Tell me what you remember about it.

24 A. They gave me a stack of papers. Sign here,
25 sign here, sign here, sign here.

1 Q. You mean all at the same time?

2 A. Yes.

3 Q. Okay. You didn't read any of them?

4 A. No, not really.

5 Q. And no one said anything to you about what was
6 in them?

7 A. No.

8 Q. And you were willing to consent to whatever it
9 was that was written in these documents?

10 A. Yeah.

11 Q. Yes?

12 A. (Indicating affirmatively.)

13 Q. Yes?

14 A. Correct.

15 Q. Okay. At that point in time you were making
16 all of your own independent decisions?

17 A. Yes.

18 Q. And no one forced you to sign any of these
19 documents?

20 A. No.

21 Q. You were anxious to have this procedure done,
22 and you were willing to proceed with the procedure that
23 Dr. Glazerman talked to you about?

24 A. Yes.

25 Q. Okay. These questions are going to seem silly

Patient Name: LISA-MARIA CARTER.

A. **Physician/Surgeon:** I hereby authorize and voluntarily request Dr. LARRY GLAZERMAN, as my (the patient's) physician and such associates (colleagues, physicians-in-training, technical assistants, and other health care providers as he/she may select and deem necessary), to treat (including further diagnosis of) my condition. I understand that, generally, my (the patient's) physician, surgeon, and his or her associates, physicians-in-training and their technical assistants are not hospital employees.

B. **Procedure/Surgery:** I understand the surgical, medical and/or diagnostic procedure(s) listed below are planned for me (the patient). By signing below, I indicate that the physician and/or his/her associates have explained these procedure (s) and alternative procedures to me and I have had the opportunity to ask questions. I voluntarily consent to have the procedures listed below performed on me (the patient):

OPEN LAPAROSCOPY, LAPAROSCOPIC LEFT SALPINGO OOPHORECTOMY, LYSIS OF ADHESIONS, POSSIBLE CYSTOSCOPY WITH URETERAL STENTS

C. **Risks:** While continuing in my present medical condition without treatment has its own risks, I recognize that risks and hazards exist in the performance of the surgical, medical, and/or diagnostic procedures planned for me. I have been informed of the proposed procedure and associated medical interventions. This discussion included the potential risks, benefits and complications of the procedure, including problems related to recuperation. I was informed of the probability of success and of alternatives to the proposed procedure, including possible consequences if the intervention was not performed. I understand that complications of treatment could require corrective surgery and/or other procedures. I understand that some or all of the following complications (listed below) may be applicable to the treatment of my medical condition. I have had an opportunity to ask questions about the risks, hazards, and complications listed below.

- Infection
- Bleeding/hematoma
- Pain
- Blood clots in veins or lungs
- Allergic reactions
- Blood vessel and/or nerve injury
- Injury to other tissue, blood vessels, and/or organs affected by the process of my intended procedure.
- Separation of the wound
- Worsening and/or recurrence of symptoms
- Brain, Spine or other Nervous System Damage
- Other: _____

D. **Anesthesia:** I understand that during surgery, anesthesia is to be administered and that there are potential risks to the use of anesthesia. I have had the opportunity to have these explained to me.

E. **Blood:** I understand this procedure may require the use of blood and/or blood products. I have had the opportunity to have the use of blood/blood products explained to me and have signed the consent for or refused to have blood. If blood/blood products are to be used, or if patient refuses, please complete the Blood Consent/Refusal on back.

F. **Extension of Consent:** I understand that in the course of performing the above procedure, my physician may discover other or different conditions which may require additional or different procedures than those planned. I authorize my physician and such associates, designees, physicians in training, technical assistants and other health care providers to perform such other procedures which they deem to be necessary and advisable in their professional judgement.

SC 11-11-11



Form #: C215 Rev. 2/7/06

Consent & Disclosure for Medical and/or Surgical Procedures

Page 1 of 4

USF Physicians Group 813-974-2201 FEDERAL
 CARTER, LISA-MARIA MRN [REDACTED]
 [REDACTED]
 TAMPA, FL HMO GLAZERMAN MD, LARRY J
 33626 TRICARE
 APPT. 10/28/2010 08:25AM

DEFENDANT'S EXHIBIT #2
 K/L 9-5-13
 PENDING 11-11-11

Glazerman/USF BOT RFC 0019

G. **No Guarantee:** I also understand that the practice of medicine and surgery are not exact sciences and I acknowledge that no warranty or guarantee has been made to me as a result or cure.

H. **Photography/Videotaping:** I consent to the taking of photographs and/or videotape recording of my procedure for teaching purposes.

Check one: Yes No

I. **Tissue/Body Parts:** I understand and agree that any tissue or body parts removed will be disposed of by the hospital authorities according to accustomed procedures.

My physician or his/her associates have explained my condition, the proposed procedure and the associated medical interventions. The discussion included the potential risk, benefits and complications of the procedure, including problems related to recuperation. I was informed of the probability of success and of alternatives to the proposed procedure, including possible consequences if the intervention is not performed. I was also advised of the special risks, hazards, and complications of anesthesia and the refusal of blood and blood products. I have read and fully understand this consent form.

[Signature] 28 Oct 2010 10:15 Self
Signature of Patient/Legally Responsible Person Date/Time Relationship to Patient

Kristy Egge Kristy Egge 10/28/10 @ 10:15
Witness Signature Print Name/Title Date/Time

Declaration of Emergency Situation / Unable to Obtain Consent

I have determined that the proposed procedure is medically necessary to ensure the life and/or health of the patient. The patient is unable to give consent and all reasonable attempts have been made to locate a surrogate. Any further delay in treatment will jeopardize the life and/or health of the patient.

Physician Signature Date

Physician Signature Date

SCANNED



Consent & Disclosure for Medical and/or Surgical Procedures

Form #: C215 Rev. 2/1/06

Page 2 of 4

USF Physicians Group 813-974-2201 FEDERAL
CARTER, LISA-MARIA MRN [REDACTED]
TAMPA, FL 33626 HMO GLAZERMAN MD, LARRY
TRICARE APPT. 10/28/2010 08:25AM

Glazerman/USF BOT RFC-0020

Blood and/or Blood Products Consent or Refusal Form

I understand that I have the right to be informed about my condition and the possibility of the need for blood transfusions, the use of blood products, or both, during the course of my treatment.

- I have been advised that during the course of my treatment it may be necessary that I receive blood transfusions, the administration of blood products or both. I have been told about the risks, benefits and alternatives to blood transfusions and the use of blood products. I understand some of the risks associated with blood may be;

- ◆ Fever
- ◆ Heart Failure
- ◆ AIDS (Acquired Immune Deficiency Syndrome)
- ◆ Transfusion Reaction (which may include kidney failure or anemia)
- ◆ Hepatitis
- ◆ Other Infections

- I understand that no warranty or guarantee has been made to me as to the outcome of my condition.
- I have been informed of the types of alternative blood donations, such as:
 - ◆ Autologous Donations which are donations of my own blood for elective medical or surgical procedures.
 - ◆ Designated Donations which are donations from friends or relatives.
- I have had the opportunity to ask questions which have been answered to my satisfaction. I fully understand the information provided and:

I voluntarily consent to blood transfusions and the use of blood products as deemed necessary by my physicians. This consent is valid for the duration of my entire hospitalization or until I re-register as a recurring outpatient, unless I revoke my consent in writing prior to that.

I refuse to consent to the blood transfusion or blood products that my physician (s) has advised. I understand that my refusal could result in substantial and serious harm to my health and well being, and perhaps even death. I hereby release the hospital, its' officers, directors, employees, physicians, agents and contractors from and against liability (including reasonable attorneys fees) arising out of any personal injury or death which results from my refusal to receive blood transfusions or the administration of blood products.

I do not accept transfusion of allogeneic blood (whole blood, red cells, white cells, plasma or platelets), however, I agree to accept the following blood-derived products (check all that apply);

- Cryoprecipitates
- Albumin
- Hemophilic Preparations (clotting factors)
- Immune Globulins (minor blood fractions, Rhogam)
- Anti-venom
- Other: _____

[Signature]
Signature of Patient/Legal Guardian


10/25/10
Date

[Signature]
Witness Signature

10/25/10
Date



SCANNED



Consent & Disclosure for Medical and/or Surgical Procedures

Page 3 of 4

Form #: C215 Rev. 2/7/06

USF Physicians Group 813-974-2201 FEDERAL

CARTER, LISA-MARIA MRN [REDACTED]

TAMPA, FL 33626 HNO GLAZERMAN MD, LARRY F TRICARE APPT. 10/28/2010 09:25AM

Glazerman/USF-BOT-RFC 0021

COPY

Special Notice from the University of South Florida and Tampa General Hospital

(This notice is required by law. If you have any questions or concerns, please let us know before signing).

I acknowledge that I have been given this separate written conspicuous notice by the University of South Florida/University of South Florida Board of Trustees, a body corporate of the State of Florida ("USF") and Tampa General Hospital ("TGH") that some or all of the care and treatment I receive will or may be provided by physicians who are employees and agents of the USF, and liability, if any, that may arise from that care is limited as provided by law. I acknowledge that such physicians who are employees and agents of USF are under control of USF, not TGH, when they render care and treatment at TGH pursuant to the affiliation agreement between USF and TGH, and such USF physicians are not the employees or agents of TGH; I hereby certify that I am the patient or a person who is authorized to give consent for the patient.

C. [Signature] 11-1-10
Witness (Testigo) Date (Fecha)

[Signature] 1 Nov 2010
Signature of Patient (Firma del Paciente) Date (Fecha)
Or authorized representative of patient
(o representante autorizado del paciente)

X LISA MARIA Y. CARRER
Printed Name (Nombre en Imprenta)

Self
Relationship to Patient (Relación del Paciente)

Informe Especial Desde La University Of South Florida Y Tampa General Hospital

(Este informe es requerido por la ley. Cualquiera pregunta o inquietud, por favor avisar antes de firmar.)

Admito que por medio de este eminente informe desde la University of South Florida ("USF") y Tampa General Hospital ("TGH"), estoy siendo notificado que parte o todo el cuidado y tratamiento que voy a recibir sera o puede que sea provisto por medio de los médicos que son empleados y agentes de la University of South Florida, y la responsabilidad, si alguna, que surja por este cuidado, sera limitado de acuerdo a lo que mande la ley. Admito que tales médicos quienes son empleados y agentes de USF estan bajo el control de USF, y no TGH, mientras esten al cuidado y tratamiento del paciente en TGH conforme a la afiliación que existe entre USF y TGH, y por lo tanto, los médicos de USF no son empleados o agentes de TGH. Mediante la presente certifico que soy el paciente o una persona autorizada dar consentimiento del parte del paciente.



45Y F DR GLAZERMAN LARRY
11/01/10
LISA

Form # 81101

Rev. 8/16/05

White - Chart Yellow - Patient

TGH 000009



CERTIFICATION AND AUTHORIZATION

Section A: AUTHORIZATION FOR ROUTINE DIAGNOSTIC PROCEDURES AND MEDICAL TREATMENT

I. **Consent:** I consent to such diagnostic procedures, hospital care, medical treatment and other actions which, in the judgement of my physician, may be considered necessary or advisable while a patient at Tampa General Hospital, Tampa, Florida.

II. **USF:** I recognize that Tampa General Hospital is a teaching and research facility and that my treatment and care will be observed and, in some instances, aided by University of South Florida students & residents under the supervision of a USF Medical Staff Member. I consent to the use of all my medical data and any non-identifiable photographs for educational and/or research purposes. I authorize Tampa General Hospital and/or the University of South Florida to retain, preserve and use for scientific, educational or research purposes, or dispose of as they might deem fit, any specimens or tissue taken from my body during hospital or clinic visits.

III. **Physicians:** I understand that Medical Staff Physicians including, but not limited to, the Emergency Physicians, Physician's Assistants and Advanced Registered Nurse Practitioners, practicing in the Emergency and Trauma centers, Anesthesiologists, Nurse Anesthetists, Radiologists and Pathologists ARE NOT AGENTS OR EMPLOYEES OF TAMPA GENERAL HOSPITAL. They are independent medical practitioners exercising independent medical judgements at facilities provided by the hospital.

IV. **Research:** I understand and agree that I may be contacted for the purposes of research and/or clinical educational settings. I also understand that I am not obligated to participate in said research and/or clinical educational settings.

V. **Advance Directives:** By my signature below, I acknowledge that I have received information about the hospital's policy on Living Wills and the designation of a health care surrogate. I understand that additional information on this subject is available on request.

VI. **Other:** I understand that my attending physician may have individuals such as visiting physicians and/or non-physicians observe the diagnostic studies and/or procedures I receive as part of my treatment and care.

Section B: ASSIGNMENT OF PROCEEDS, AUTHORIZATION TO RELEASE INFORMATION AND GUARANTOR AGREEMENT

I. **Medicare/Tricare:** (If applicable) I certify that the Medicare / Tricare information given by me is correct. I authorize Tampa General Hospital and my physicians to release any information to Medicare/Tricare. I authorize and assign payments to be made to Tampa General Hospital and/or physicians on my behalf for whom the hospital is authorized to bill. I acknowledge that I have received from Tampa General Hospital the Medicare notice entitled "An Important Message from Medicare." I understand that I am personally responsible for any non-covered services, deductibles and/or co-insurances.

II. **Medicaid:** (If applicable) I certify that I am covered by the Florida and/or other state Medicaid program. I authorize payments to Tampa General Hospital, physicians or its agents on my behalf. I authorize that my medical and financial records be released for this admission and/or outpatient care to any state agency upon their request. I understand that I am personally responsible for any non-covered services and/or days.

III. **Assignment of Benefits and Proceeds:** By signing below, I (we), as patient, natural or court appointed guardian or guarantor, do unconditionally and irrevocably assign to Florida Health Sciences Center, Inc. DBA Tampa General Hospital (Herein after known as TGH) to direct any / all sources of payment of the reasonable, usual and customary charges regarding this admission including but not limited to the sources of payment listed on this record or the sources of payment represented as contractually responsible or any other sources which may be legally available for payment in whole or in part of the patient's health care bill, including but not limited to health insurance carriers, self-funded benefit plans, whether governed by ERISA or not, personal injury protection benefits pursuant to Florida Statute Section 627.736 inclusive and uninsured and underinsured benefits pursuant to Florida Statute Section 627.727 to pay directly to TGH all of the benefits and / or proceeds otherwise payable to the patient or any other person or persons who may claim such benefits and / or proceeds, but not to exceed TGH'S charges for this hospitalization.

IV. **Release of Medical Information:** (Insurance Companies, Their Representative, Guarantor, Physicians) - I authorize Tampa General Hospital to release in writing or by phone any information, upon request, regarding my medical records including billing information to any party who would be directly involved in my care.

V. **Valuables / Belongings Release:** By signing in the space as Patient or Guarantor (party responsible for payment of account), I agree that I was given a chance to use the hospital safe for valuables, belongings or money. Any valuables, belongings or money that remain with me are not the hospital's responsibility if they are lost or stolen. This includes, but is not limited to clothing, jewelry, eyeglasses, dentures, hearing aids and other equipment.

VI. **Payment Agreement:** By signing below, either as patient or guarantor, I understand and agree that all charges on this admission are due and payable at time of discharge. In the event there may be any third party source(s) for payment including but not limited to insurance and / or self-funded employee benefit plans, I understand and agree that I am nevertheless responsible for the full obligation until and unless such third party source(s) accept responsibility and pays according to terms of such source(s) and to the extent allowable by law, I understand and agree that I am personally responsible for such portion.

In the event that any third party source(s) rejects payment, on such declination and upon notification by Tampa General Hospital to me, I understand and agree that I shall be personally responsible for such obligation. Interest shall accrue on any obligation owed by me from the time of discharge at the rate of 12% per annum.

I understand that the bill I receive from Tampa General Hospital is separate from the doctors' bills I may receive; in addition, I may receive billings from The Emergency Associates for Medicine, Radiology Associates of Tampa, University Medical Services Association, Ruffolo Hooper and Associates MDPA or other professional services, all of which are not part of the TGH bill. I understand that Tampa General Hospital makes no guarantee that each of my physicians will be contracted with my health insurance.

If I am a member of an HMO or PPO, I understand that Tampa General Hospital will not be responsible for the final enrollment assignment.

In accordance with Florida Statute 395.301, I acknowledge that I have been informed of my right to an itemized bill. Please call (844-7291) 7 days after your discharge to request a copy of your bill.

If I am a Medicaid beneficiary, I understand that my signature authorizes the Department of Children and Families (DCF) to release limited case information to Tampa General Hospital (TGH) and its representatives. This released information is to be used solely to fulfill TGH's obligation in assisting me with the application filed with DCF or the applications that I previously filed with DCF.

I understand that I am responsible to pay for any private room differential in the event that my insurance carrier (or any other third party) does not cover this expense.

Failure to pay any obligation as may be determined to be my personal responsibility according to law, upon billing and if such obligation is referred to any attorney fees and court cost as may be enforcement of this obligation. Furthermore, I agree that if a suit is filed and a judgement is entered against me, pre-judgement and post-judgement interest will accrue at the rate of 12% per annum, in accordance with 56.01(1), Florida Statute Section. (1995)

I have received the hospital's Notice of Privacy Practices

[Signature] 11/11/10
Signature Date

X LISA MARIA CARTER 11/11/10
Print Name Date

C. Baker 11-1-10
Witness Date

As: Patient Patient's Spouse
 Subscriber (if other than patient) Guarantor (if other than patient/guardian)

Copies of the statement shall be as valid as the original / original signatures on file in the hospital

WHITE - Medical Record Copy CANARY - Patient Copy

Form #: C189 Rev. 10/2/08



Patient Name

Admission Date

Admission No.

Medical Record No.

CARTER, LISA
[Redacted]
457 F DR GLENNAN LARRY
11/01/10
[Redacted]
CARTER, LISA

TGH 00004