



WILLED BODY PROGRAM
UNIVERSITY OF CALIFORNIA SAN FRANCISCO
 SCHOOL OF MEDICINE, AC-14
 SAN FRANCISCO, CA 94143-0902
 Phone (415) 476-1981 Fax (415) 502-1460

DONOR NAME _____ MALE _____ FEMALE _____
FIRST MIDDLE LAST

AKA _____ PHONE # _____

USUAL ADDRESS _____
STREET CITY STATE/ZIP CODE

RACE/ETHNICITY _____ SPANISH/HISPANIC: Yes _____ No _____ Specify _____

COUNTY OF RESIDENCE _____ No. OF YEARS IN THIS COUNTY _____

DATE OF BIRTH _____ STATE OF BIRTH _____ OR FOREIGN COUNTRY _____

FULL NAME OF FATHER _____ BIRTHPLACE OF FATHER _____
FIRST MIDDLE LAST

FULL MAIDEN NAME OF MOTHER _____ BIRTHPLACE OF MOTHER _____
FIRST MIDDLE LAST

SOCIAL SECURITY # _____ - _____ - _____ US ARMED FORCES Yes _____ No _____ Unknown _____

MARITAL STATUS (circle one): NEVER MARRIED, MARRIED, WIDOWED, DIVORCED, STATE REG. DOMESTIC PARTNER

NAME OF SURVIVING SPOUSE (If wife, enter maiden name) _____
FIRST MIDDLE LAST

If you are now retired, please give employment information on your occupation **before** retirement:

USUAL OCCUPATION _____ YEARS IN OCCUPATION _____

KIND OF INDUSTRY OR BUSINESS _____ EDUCATION (highest level/degree completed) _____

NAME OF PHYSICIAN _____

PHYSICIAN PHONE No. _____ PHYSICIAN FAX No. _____

HEIGHT _____ WEIGHT _____ PRESENT STATE OF HEALTH _____

ADDITIONAL HEALTH INFORMATION INCLUDING ILLNESSES, OPERATIONS, ACCIDENTS, HYSTERECTOMY OR PROSTATECTOMY _____

DISEASE HISTORY or TREATMENT: HEPATITIS A, B, or C, HIV/AIDS, TUBERCULOSIS, OTHERS (MRSA, CREUTZFELD-JAKOB, etc) _____

HISTORY OF SURGERY ON KNEE, HIP, SHOULDER, SPINE OR OTHER JOINT? _____

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
WILLED BODY PROGRAM
DONATION AGREEMENT**

1. INFORMATION ON THE WILLED BODY PROGRAM

The Willed Body Program (also know as the Anatomical Materials Program) hereafter referred to as “PROGRAM” operates for the following purposes and under the following principles:

The Program accepts donations of human bodies for use by various individuals and institutions in connection with education and research. In doing so, the Program’s goals are: (1) assisting in the education and continuing education of current and future health care practitioners, anatomists, forensic scientists, and mortuary technicians; and (2) biomedical, forensic, and other scientific research that will assist in the development of procedures and/or products with the general intent of improving the human condition.

A donated body will be used by the Program and others in a manner to be determined exclusively by the Program, pursuant to the policies and procedures that are in effect at the time of a donor’s death or as they may be revised thereafter.

Upon proper completion of this Donation Agreement “AGREEMENT” as well as the vital statistics sheet and the Department of Health and Human Services Education and Race/Ethnicity worksheet, and thereafter by registration in the Program, donors will be provided with a Donor Card that contains the information necessary to assist in contacting the Program at the time of the donor’s death. Donations are confidential. Once a donor’s remains have been accepted into the Program and an acknowledgement has been sent to the person a donor may designate in this form, the Program will not provide any further information concerning the use and/or disposition of a donor body.

When a donor signs this form, or when an appropriate party signs on behalf of the donor, he/she specifically waives the provisions of California Health & Safety Code Section 7151.40(b) that provides for the return of cremated remains to certain individuals. Due to the nature and variability of uses for scientific research and education, cremated remains WILL NOT be returned.

Initials _____

2. INSTRUCTIONS FOR SURVIVORS (RESPONSIBLE PARTY)

Upon death, a donor must be delivered to the Program as follows:

1. The Program is to be notified of the death immediately, as a delay can result in rendering the remains unusable to the Program.
2. The body is to be un-embalmed or otherwise unprepared for disposition.
3. Every effort will be made to accept a donor body; however, the Program may, at its sole discretion, reject a donation at the time of death. If this situation arises, the designated survivor/responsible party will be required to make alternative arrangements for the disposition of the remains.
4. If death occurs within Northern California (from the California/Oregon border to San Luis Obispo), the Program will arrange for and pay for the cost of transporting the body.
5. If death occurs outside of Northern California, the Program shall have the option of: (1) accepting the donation after confirmation by the designated survivor/responsible party for the cost of transporting the body to the Program, via use of a transportation provider approved by the Program; (2) arranging for the body to be accepted by another University of California Donated Body Program closer to the place of death; or (3) declining to accept the donation of the body.
6. The Program will have an original certificate of death filed with the county where death occurs by means acceptable to the Registrar of Births and Deaths. It will be the responsibility of the survivor/responsible party to obtain all necessary copies of the certificate.
7. As determined by the local campus, third party donations (eg. Agent named on a Durable Power of Attorney for Health Care, spouse or registered domestic partner) may also be accepted. Individuals making third party donations must sign the required documentation at the conclusion of this document specifying that they are compliant with the criteria defined herein.

I, _____, hereby designate the following individual to receive acknowledgement of my donation upon my death. If you are signing on behalf of the donor, you may designate yourself as the survivor/responsible party.

Name _____ Relationship _____

Address _____

City/State/Zip code _____

Phone number/E-mail _____

OR

I elect not to name a recipient: _____

Initials _____

3. USE OF DONATED BODIES

Whole body donors may be accepted by the Program and used in the following manner:

1. Upon receipt of the body, the Program will use the information furnished in this Agreement to send an acknowledgement notice to the person designated, if any, in the previous section. That notice will include the address of the appropriate county office of the Department of Health where survivors can obtain certified copies of the death certificate. The notice as well as any future communications will not provide any specific information concerning the use, location, analysis or disposition of the body, or any part of the body.
2. Once received, if it is determined that, for any reason, a body cannot be used by the Program, or by any person or entity approved for use of anatomic material donated to the Program as described herein, it will be cremated and the cremated remains will be disposed of in any manner consistent with then-existing California law. Personal effects received with a body including eyeglasses, dentures or pacemakers may be donated and refurbished. Other items such as clothing or bedding will be discarded.
3. A donated body may be tested for Hepatitis B, Hepatitis, C and HIV upon receipt in the Program. Results of tests will not be disclosed to the donor's designated survivor/responsible party but may be reported to the California Department of Health Services if mandated by law.
4. A donated body may be, but need not be, chemically preserved by the Program or may be used in an un-embalmed state as anatomical material.
5. A donated body may be dissected, examined, studied, preserved for a substantial period of time and may be used for more than one purpose. Parts of the body such as organs or limbs may be removed and separated from the whole. Bodily fluids and tissues may be analyzed and destroyed.
6. A donated body and/or part of the body may be provided to educators, students, researchers or others at other University of California campuses, as well as to other educational institutions, researchers, non-profit entities and for-profit entities. When making a donation, donors, survivors and/or responsible parties cannot designate the uses to which the body will be put nor the persons or entities that will use the same.
7. If a donated body, or parts thereof, are used by persons and/or entities not associated with the University of California campus at which the body is housed, the Program shall be entitled to recover all of its acquisition, preservation, storage, transportation and related costs (both fixed and non-fixed) from the end user.

Initials _____

4. DISPOSITION OF DONATED BODIES

The following applies to the ultimate disposition of donor bodies by the Program. By signing this Agreement, a donor or his/her responsible party authorizes the Program and its agents to dispose of the donation by cremation or by other legal manner that may be approved at the time of death:

1. Because parts of the body may be removed during its use, these parts may be disposed of at different times and at different locations.
Upon completion of the use of a body, or any part of a body, the material may be cremated and/or otherwise disposed of by any means permitted under state law in effect at the time.
2. Under certain circumstances, body parts, tissue and fluids may undergo disposition with such material from other donors in accordance with California law.
3. Survivors/responsible parties will not be notified of the time, place or manner of the disposition of a body or any part of a body, or of the final disposition of the remains. The cremation of some parts of the body may not result in the creation of any remains for disposition due to the composition of those body parts.
4. The donor or legally responsible person signing on behalf of the donor expressly waives the provisions of California Health & Safety Code Section 7151.40(b) that provides for the return of cremated remains to certain individuals. Due to the nature and variability of uses for scientific research and education, cremated remains **WILL NOT** be returned.
5. The Program undertakes no duty to survivors of the donor with respect to the handling, disposition, disposal, or return of the donor's remains.

Initials _____

5. REVOCATION OF A DONATION

1. Self Donation

A donor, as defined in Health and Safety Code 7150.1, may revoke an anatomical donation at any time prior to death. After death, this donation cannot be revoked by survivors/responsible parties and survivors/responsible parties cannot change any term or condition of the gift. By signing this agreement, a donor intends for the University of California to have the exclusive right to control the use and disposition of their body upon death.

2. Donation made by other authorized person

An authorized person, other than the decedent, who has the legal right to make a donation according to California Health and Safety Code 7100 Code 7151, and Probate Code 4683 may revoke an anatomical donation at any time before procedures have begun for the removal of a part from the body of the decedent.

Initials _____

Please complete this section when signing for your self. If you are signing on behalf of the donor, proceed to the next section.

I, _____, hereby donate my body upon my death to the Program referenced above. It is my wish and my specific instruction that, upon my death, my body is to be donated to the Program pursuant to the terms and conditions set forth herein. I am at least 18 years of age. I adopt these descriptive and declarative terms and conditions as my own and make them my instructions as to the disposition of my body upon my death. I have read and considered all of the information contained in this Donation Agreement. I have initialed each section of the Agreement indicating my understanding of the information and my desire to donate my body pursuant to this Agreement.

Signature

Date

Print Name

Address:

City/State/Zip code

Phone/E-mail

WITNESSES (REQUIRED)

We, the undersigned, have witnessed the signing of this document by the donor. "Disinterested witness" means a witness other than the spouse, child, parent, sibling, grandchild, grandparent, or guardian of the individual who makes, amends, revokes, or refuses to make an anatomical gift, or another adult who exhibited special care and concern for the individual. The term does not include a person to which an anatomical gift could pass under Section 7150.50.

Signature of Witness

Signature of Disinterested Witness

Print Name

Print Name

Address

Address

City/State/Zip

City/State/Zip

Please complete this section if you are the attorney in fact, spouse or registered domestic partner of the donor.

I have read and fully understood the policies set forth in this document. As the legally responsible party under this section for _____ (name of deceased),

I wish to donate his/her remains to the **UCSF Willed Body Program**.

I accept all terms and conditions set forth in this document.

____ I am the spouse of the deceased donor.

____ I am the registered domestic partner of the deceased donor.

____ I am the agent for the donor with power of attorney for health care and I have the right and duty of disposition under Division 4.7 (commencing with Section 4600) of the Probate Code.

____ I am the declared claimant of the deceased donor and have completed the attached affidavit in support of this claim.

Signature	Relationship to Decedent	Date
-----------	--------------------------	------

Print Name

Address

City/State/Zip

WITNESSES (REQUIRED)

We, the undersigned, have witnessed the signing of this document by the donor.

“Disinterested witness” means a witness other than the spouse, child, parent, sibling, grandchild, grandparent, or guardian of the individual who makes, amends, revokes, or refuses to make an anatomical gift, or another adult who exhibited special care and concern for the individual. The term does not include a person to which an anatomical gift could pass under Section 7150.50.

Signature of Witness

Signature of Disinterested Witness

Print Name

Print Name

Address

Address

City/State/Zip

City/State/Zip

**University of California, San Francisco Willed Body Program
Affidavit In Support of Claim to
Control Disposition of Bodily Remains
Pursuant to Health and Safety Code Section 7100**

Name of Decedent _____

Name of Claimant _____

Address of Claimant _____

Phone Number _____

Relationship to Decedent _____

I claim the right to control the disposition of the Decedent's bodily remains because: (check all that apply)

- The Decedent named me to control the disposition of his or her body in a will or other document (attach a copy of the document).

- I am the Decedent's (circle one) *child, parent, grandparent* or *nearest other relative*. (If you are the Decedent's child, you must have the approval of the majority of the Decedent's children to arrange the disposition of the body. By signing below, you represent that you have the approval of the majority of the Decedent's children, or that you have made reasonable efforts to notify all of the Decedent's other children of your arranging the disposition of the Decedent's body).

I am not aware of any person who objects to my arranging the disposition of the body of the Decedent.

I am not aware of any written or oral instruction by the Decedent, or any contract for funeral services by the decedent, that give control of the disposition of the Decedent's remains to any other person.

I am aware of and have received a copy of Health and Safety Code Section 7100 and agree to comply with the provisions therein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature _____ Date _____
last revision 10/28/05

HEALTH AND SAFETY CODE SECTION 7100

7100. (a) The right to control the disposition of the remains of a deceased person, the location and conditions of interment, and arrangements for funeral goods and services to be provided, unless other directions have been given by the decedent pursuant to Section 7100.1, vests in, and the duty of disposition and the liability for the reasonable cost of disposition of the remains devolves upon, the following in the order named:

(1) An agent under a power of attorney for health care who has the right and duty of disposition under Division 4.7 (commencing with Section 4600) of the Probate Code, except that the agent is liable

for the costs of disposition only in either of the following cases:

(A) Where the agent makes a specific agreement to pay the costs of disposition.

(B) Where, in the absence of a specific agreement, the agent makes decisions concerning disposition that incur costs, in which case the agent is liable only for the reasonable costs incurred as a result of the agent's decisions, to the extent that the decedent's estate or other appropriate fund is insufficient.

(2) The competent surviving spouse.

(3) The sole surviving competent adult child of the decedent, or if there is more than one competent adult child of the decedent, the majority of the surviving competent adult children. However, less than the majority of the surviving competent adult children shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving competent adult children of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult children.

(4) The surviving competent parent or parents of the decedent. If one of the surviving competent parents is absent, the remaining competent parent shall be vested with the rights and duties of this section after reasonable efforts have been unsuccessful in locating the absent surviving competent parent.

(5) The sole surviving competent adult sibling of the decedent, or if there is more than one surviving competent adult sibling of the decedent, the majority of the surviving competent adult siblings. However, less than the majority of the surviving competent adult siblings shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving competent adult siblings of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult siblings.

(6) The surviving competent adult person or persons respectively in the next degrees of kinship, or if there is more than one surviving competent adult person of the same degree of kinship, the majority of those persons. Less than the majority of surviving competent adult persons of the same degree of kinship shall be vested with the rights and duties of this section if those persons have used reasonable efforts to notify all other surviving competent adult persons of the same degree of kinship of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult persons of the same degree of kinship.

(7) The public administrator when the deceased has sufficient assets.

(b) (1) If any person to whom the right of control has vested pursuant to subdivision (a) has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death and those charges are

known to the funeral director or cemetery authority, the right of control is relinquished and passed on to the next of kin in accordance with subdivision (a).

(2) If the charges against the person are dropped, or if the person is acquitted of the charges, the right of control is returned to the person.

(3) Notwithstanding this subdivision, no person who has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death to whom the right of control has not been returned pursuant to paragraph (2) shall have any right to control disposition pursuant to subdivision (a) which shall be applied, to the extent the funeral director or cemetery authority know about the charges, as if that person did not exist.

(c) A funeral director or cemetery authority shall have complete authority to control the disposition of the remains, and to proceed under this chapter to recover usual and customary charges for the disposition, when both of the following apply:

(1) Either of the following applies:

(A) The funeral director or cemetery authority has knowledge that none of the persons described in paragraphs (1) to (6), inclusive, of subdivision (a) exists.

(B) None of the persons described in paragraphs (1) to (6), inclusive, of subdivision (a) can be found after reasonable inquiry, or contacted by reasonable means.

(2) The public administrator fails to assume responsibility for disposition of the remains within seven days after having been given written notice of the facts. Written notice may be delivered by hand, U.S. mail, facsimile transmission, or telegraph.

(d) The liability for the reasonable cost of final disposition devolves jointly and severally upon all kin of the decedent in the same degree of kinship and upon the estate of the decedent. However, if a person accepts the gift of an entire body under subdivision (a) of Section 7155.5, that person, subject to the terms of the gift, shall be liable for the reasonable cost of final disposition of the decedent.

(e) This section shall be administered and construed to the end that the expressed instructions of the decedent or the person entitled to control the disposition shall be faithfully and promptly performed.

(f) A funeral director or cemetery authority shall not be liable to any person or persons for carrying out the instructions of the decedent or the person entitled to control the disposition.

(g) For purposes of this section, "adult" means an individual who has attained 18 years of age, "child" means a natural or adopted child of the decedent, and "competent" means an individual who has not been declared incompetent by a court of law or who has been declared competent by a court of law following a declaration of incompetence.

Privacy Act Notification

University of California, San Francisco
Willed Body Program
(415)476-1981 fax(415)502-1460

STATE

The California Information Practices Act of 1977 requires the University to provide information to the individual to whom the information pertains.

Furnishing information requested in the Vital Statistic sheet is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form will be transmitted to the state and federal governments if required by law.

Civil Code Section 1798.9 et seq. requires each state agency to provide notice to individuals completing this form (VS-11 Certificate of Death and VS 9 Application and Permit for Disposition of Human Remains). The information is being requested by: Department of Health Services, Office of Vital Records, 304 S Street, P.O. Box 730241, Sacramento, CA 94244-0241. The information requested on this certificate is authorized as required by Divisions 7 and 102 of the Health and Safety Code, and related provisions with the Civil Code, Code of Civil Procedure, and Government Code.

The principal purpose for this record is:

1. To establish a permanent record that is legally recognized as prima facie evidence of the facts stated therein for each death occurring in the State of California
2. To provide information, to health authorities and other qualified persons with a valid education or scientific interest, for demographic and epidemiological studies for health and social purposes.
3. To provide information to the National Center for Health Statistics for compiling national statistical reports, and to state and federal agencies for file clearance purposes.
4. To provide individuals with certified copies from the records to serve their personal needs, such as applying for social security or death benefits.

Individuals have the right to review their own records in accordance with the Information Practices Act and University policy. The record shall be open for examination during regularly scheduled office hours, except when access is specifically prohibited by statute or regulations.

The State of California Health and Safety Code Section 7054.6, 7117 and 10376, and related provisions in the Civil Code, Code of Civil Procedure, and Government Code authorize maintenance of this information. The director responsible for maintaining the information contained on this form is the:

Willed Body Program Director, University of California San Francisco, Department of Anatomy, School of Medicine AC-14, San Francisco, CA 94143-0902.

FEDERAL

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is mandatory. Disclosure of the social security number is required pursuant to the regulations of the State Registrar of Vital Statistics. The social security number is used to verify your identity.

HIPAA (Health Insurance Portability and Accountability Act) laws and how they relate to the reporting of vital event records.

The information necessary to complete the Certificate of Birth and Certificate of Death is required by California State law (Health & Safety Code Sections 102425 and 102875 respectively). The Privacy Rule permits covered entities to disclose PHI (Protected Health Information), without authorization, to public health authorities or other entities that are legally authorized to receive such reports for the purpose of preventing or controlling disease, injury, or disability. This includes the reporting of disease or injury and reporting of vital event records, such as births and deaths (Reference 45 Code of Federal Regulations (CFR) Section 164.512).