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CHAMBER ACTION

<u>Senate</u>	.	<u>House</u>
Comm: FAVSM	.	
3/25/2008	.	
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1 The Special Master on Claim Bills recommended the following  
 2 **amendment:**

**Senate Amendment (with title amendment)**

3  
4  
5 Delete after the enacting clause  
6 and insert:

7 Section 1. The facts stated in the preamble to this act  
8 are found and declared to be true.

9 Section 2. Munroe Regional Health System, Inc., is  
10 authorized and directed to appropriate from its funds not  
11 otherwise encumbered and draw a warrant in the sum of \$700,000,  
12 payable to Gina and Mark GIBLIN, parents and legal guardians of  
13 Tyler GIBLIN, as compensation for injuries and damages sustained  
14 by Tyler due to the negligence of the hospital, and 75 percent



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15 of such funds shall be placed in a special needs trust created  
16 for the use and benefit of Tyler Giblin, as agreed to by the  
17 parties in a consent judgment.

18 Section 3. Any amount paid by Monroe Regional Health  
19 System, Inc., pursuant to the waiver of sovereign immunity  
20 permitted under s. 768.28, Florida Statutes, and this award are  
21 intended to provide the sole compensation for all present and  
22 future claims against the hospital arising out of the factual  
23 situation described in the preamble to this act. The total  
24 amount paid for attorney's fees, lobbying fees, costs, and other  
25 similar expenses relating to this claim may not exceed 25  
26 percent of the amount awarded under section 2 of this act.

27 Section 4. The governmental entity responsible for payment  
28 of the warrant shall pay to the Agency for Health Care  
29 Administration the amount due under s. 409.910, Florida  
30 Statutes, prior to disbursing any funds to the claimants. The  
31 amount due the agency shall be equal to all unreimbursed medical  
32 payments paid by Medicaid up to the date upon which this act  
33 becomes law.

34 Section 5. This act shall take effect upon becoming a law.

36 ===== T I T L E A M E N D M E N T =====

37 And the title is amended as follows:

38 Delete everything before the enacting clause  
39 and insert:

40 A bill to be entitled



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41 An act for the relief of Tyler Giblin, a minor, by and  
42 through Gina and Mark Giblin, parents of Tyler Giblin;  
43 providing for an appropriation by the Munroe Regional  
44 Health System, Inc., to compensate Tyler for injuries  
45 sustained as a result of the negligence of the hospital;  
46 providing for the use of funds; providing a limitation on  
47 the payment of fees and costs; providing for payment of  
48 unreimbursed medical costs to the Agency for Health Care  
49 Administration; providing an effective date.

50  
51 WHEREAS, Gina Giblin, age 22, obtained prenatal obstetrical  
52 care from Rasiklal Nagda, M.D., from May 3, 2004, through  
53 December 14, 2004, the day Dr. Nagda delivered Tyler Giblin, a  
54 full-term baby boy and the son of Gina and Mark Giblin, at  
55 Munroe Regional Medical Center in Ocala, a full-service hospital  
56 operated by Munroe Regional Health System, Inc., and leased from  
57 the Marion County Hospital District, and

58 WHEREAS, Ms. Giblin had undergone two fetal ultrasounds  
59 during her pregnancy, the first on August 10, 2004, and the  
60 second prior to delivery, both of which were misinterpreted and  
61 reported to the Giblins as being without abnormalities despite  
62 the fact that the fetus had a severely deformed heart, and

63 WHEREAS, Dr. Nagda delivered Tyler Giblin by emergency  
64 cesarean section because of fetal distress as evidenced by a  
65 fetal heart rate in the 70's, significantly below the normal 120  
66 to 160 beats per minute, with newborn Apgar scores of 9 and 9,



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67 and a system assessment by the hospital nursing staff which  
68 wrongly concluded that Tyler did not have a heart murmur, and

69 WHEREAS, upon initial examination on December 14, Tyler  
70 Giblin's pediatrician, Yves-Lande Pierre, M.D., noted that Tyler  
71 had a Grade II heart murmur but took no action, and

72 WHEREAS, on the following day, December 15, Dr. Pierre  
73 concluded that Tyler had a Grade III murmur and subsequently  
74 ordered four extremity blood pressures to be performed, which  
75 were incorrectly taken and misinterpreted by nursing staff, and  
76 a chest X ray that was interpreted and documented as within  
77 normal limits by radiologist Kerry B. Raduns, M.D., who stated  
78 that his assessment of the heart and thoracic cavity was limited  
79 due to the baby's position in the X ray, and

80 WHEREAS, a cardiology consultation was scheduled for  
81 December 22, 2004, at Shands Hospital in Gainesville following  
82 Tyler's discharge, and

83 WHEREAS, in the early morning of December 16, 2004, Tyler  
84 was crying and grunting, found to be cyanotic with oxygen  
85 saturation levels of 70 to 80 percent, decompensated and found  
86 to have a base excess of 6.6, was started on Prostin VR,  
87 intubated, placed on a ventilator, and transferred to Shands  
88 Hospital, and

89 WHEREAS, Tyler was transferred to Miami Children's Hospital  
90 on December 22, 2004, and underwent the open heart Norwood  
91 procedure for a hypoplastic left heart ventricle and other  
92 significant congenital heart disease, but, because of the delay  
93 in the diagnosis of his heart condition, was found to have a



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94 heart so damaged as to require a heart transplant, as well as to  
95 have suffered from anoxic brain injury due to the cyanotic event  
96 of December 16, and

97 WHEREAS, Tyler was transferred back to Shands Hospital  
98 where he waited for a heart to become available, and  
99 subsequently underwent cardiac transplant on June 3, 2005, and

100 WHEREAS, due to the anoxic brain injury, Tyler will remain  
101 totally incapacitated for the remainder of his life, and

102 WHEREAS, due to the negligent failure to correctly diagnose  
103 their son's congenital heart defect both prior to and after his  
104 birth and because Tyler suffered from severe anoxic damage to  
105 his heart and brain leading to the need for a heart transplant  
106 and to brain injury, Gina and Mark Giblin, on behalf of their  
107 son Tyler and individually, brought suit against the Munroe  
108 Regional Health System, Inc., Munroe Regional Medical Center,  
109 Inc., and the Marion County Hospital District, as well as Dr.  
110 Yves-Lande Pierre and Marion Pediatrics, and

111 WHEREAS, defendant Munroe Regional Health System, Inc., on  
112 behalf of the Munroe Regional Medical Center and the Marion  
113 County Hospital District, agreed to a consent judgment in the  
114 amount of \$900,000, of which \$200,000 has been paid to Gina and  
115 Mark Giblin pursuant to the limits of liability set forth in s.  
116 768.28, Florida Statutes, and the remainder is conditioned upon  
117 the passage of a claim bill by the Legislature in the amount of  
118 \$700,000, of which 75 percent is to be placed in a special  
119 needs trust created for the benefit of Tyler Giblin, NOW,  
120 THEREFORE,