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2 An act for the relief of Tyler Giblin, a minor, by and
3 through Gina and Mark Giblin, parents of Tyler Giblin;
4 providing for an appropriation by the Munroe Regional
5 Health System, Inc., to compensate Tyler for injuries
6 sustained as a result of the negligence of the hospital;
7 providing for the use of funds; providing a limitation on
8 the payment of fees and costs; providing for payment of
9 unreimbursed medical costs to the Agency for Health Care
10 Administration; providing an effective date.

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

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

24 WHEREAS, Dr. Nagda delivered Tyler Giblin by emergency
25 cesarean section because of fetal distress as evidenced by a
26 fetal heart rate in the 70's, significantly below the normal 120
27 to 160 beats per minute, with newborn Apgar scores of 9 and 9,
28 and a system assessment by the hospital nursing staff which
29 wrongly concluded that Tyler did not have a heart murmur, and

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

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

41 WHEREAS, a cardiology consultation was scheduled for
42 December 22, 2004, at Shands Hospital in Gainesville following
43 Tyler's discharge, and

44 WHEREAS, in the early morning of December 16, 2004, Tyler
45 was crying and grunting, found to be cyanotic with oxygen
46 saturation levels of 70 to 80 percent, decompensated and found to
47 have a base excess of 6.6, was started on Prostin VR, intubated,
48 placed on a ventilator, and transferred to Shands Hospital, and

49 WHEREAS, Tyler was transferred to Miami Children's Hospital
50 on December 22, 2004, and underwent the open heart Norwood
51 procedure for a hypoplastic left heart ventricle and other
52 significant congenital heart disease, but, because of the delay
53 in the diagnosis of his heart condition, was found to have a
54 heart so damaged as to require a heart transplant, as well as to
55 have suffered from anoxic brain injury due to the cyanotic event
56 of December 16, and

57 WHEREAS, Tyler was transferred back to Shands Hospital where
58 he waited for a heart to become available, and subsequently

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59 underwent cardiac transplant on June 3, 2005, and

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

62 WHEREAS, due to the negligent failure to correctly diagnose
63 their son's congenital heart defect both prior to and after his
64 birth and because Tyler suffered from severe anoxic damage to his
65 heart and brain leading to the need for a heart transplant and to
66 brain injury, Gina and Mark Giblin, on behalf of their son Tyler
67 and individually, brought suit against the Munroe Regional Health
68 System, Inc., Munroe Regional Medical Center, Inc., and the
69 Marion County Hospital District, as well as Dr. Yves-Lande Pierre
70 and Marion Pediatrics, and

71 WHEREAS, defendant Munroe Regional Health System, Inc., on
72 behalf of the Munroe Regional Medical Center and the Marion
73 County Hospital District, agreed to a consent judgment in the
74 amount of \$900,000, of which \$200,000 has been paid to Gina and
75 Mark Giblin pursuant to the limits of liability set forth in s.
76 768.28, Florida Statutes, and the remainder is conditioned upon
77 the passage of a claim bill by the Legislature in the amount of
78 \$700,000, of which 75 percent is to be placed in a special needs
79 trust created for the benefit of Tyler Giblin, NOW, THEREFORE,

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81 Be It Enacted by the Legislature of the State of Florida:

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

85 Section 2. Munroe Regional Health System, Inc., is
86 authorized and directed to appropriate from its funds not
87 otherwise encumbered and draw a warrant in the sum of \$700,000,

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88 payable to Gina and Mark Giblin, parents and legal guardians of
89 Tyler Giblin, as compensation for injuries and damages sustained
90 by Tyler due to the negligence of the hospital, and 75 percent of
91 such funds shall be placed in a special needs trust created for
92 the use and benefit of Tyler Giblin, as agreed to by the parties
93 in a consent judgment.

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

103 Section 4. The governmental entity responsible for payment
104 of the warrant shall pay to the Agency for Health Care
105 Administration the amount due under s. 409.910, Florida Statutes,
106 prior to disbursing any funds to the claimants. The amount due
107 the agency shall be equal to all unreimbursed medical payments
108 paid by Medicaid up to the date upon which this act becomes law.

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