HILLSBOROUGH COUNTY, FLORIDA

MEDICAL EXAMINERS OFFICE

RFQ NUMBER C-589-92

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PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL DIRECTOR OF TRAUMA AGENCY

This Professional Services Agreement for Medical Director of the Trauma Agency, dated this 6th day of October, 19 92, is made and entered into by and between **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY** and CATHERINE . CARRUBBA, M. D., hereinafter referred to as **DIRECTOR**.

BACKGROUND

The Hillsborough County Trauma Agency ("Trauma Agency") is responsible for local implementation of the State Trauma Care Act, and for planning, coordinating, and evaluating trauma services on a Countywide basis. These activities require direction and consultation by a physician with a demonstrated professional interest in the delivery of emergency treatment to victims of trauma. The activities include, but are not limited to: transportation protocols, treatment protocols, trauma services rendered by municipal and County paramedics, retrospective evaluation of trauma care, quality assurance, training of paramedics in trauma care, and a number of other similar activities.

WITNESSETH

WHEREAS, the **COUNTY** has created a Trauma Agency to implement and coordinate a system of medical treatment of victims of traumatic injuries in Hillsborough County;

WHEREAS, the **COUNTY'S** budget includes funds for the implementation and coordination of such services by the Trauma Agency;

WHEREAS, the implementation of such services requires extensive planning and coordination; and

WHEREAS, professional consulting services by a physician with an interest in the treatment of trauma victims is essential to the achievement and maintenance of high standards of care in Hillsborough County;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the parties agree as follows:

I. The **COUNTY** agrees

A. To provide, to extent possible and within the funding allocations of the Trauma Agency, such administrative support and assistance as may be required to carry out the terms of this contract in accordance with all laws and regulations governing the activities of the **DIRECTOR**.

II. The **DIRECTOR** agrees

A. To maintain a valid and unlimited license to practice medicine in Florida.

B. To provide medical direction for the services to be provided by the Hillsborough County Trauma Agency.

C. To coordinate and supervise the activities of such personnel as may be hired by the **COUNTY** to staff the Trauma Agency.

D. To serve as medical liaison for the Trauma Agency to community hospitals, trauma centers, pediatric trauma referral centers, pre-hospital care providers, the Hillsborough County Emergency Medical Planning Council, and other planning, training, regulatory, investigatory and research organizations concerned with trauma.

E. To maintain professional liability insurance, at his or her own expense, as required in Exhibit III of Hillsborough County Request for Qualifications (RFQ) C-589-92, "Request for Qualifications for Consulting Services to the Hillsborough County Trauma Agency for Medical Examiner Department."

III. **TERM OF AGREEMENT--**This Agreement shall be effective upon execution by the parties and shall continue until terminated by either party as provided herein.

IV. **TERMINATION--**Either party, upon giving 60 days prior written notice as provided in Section IX, may terminate this agreement.

V. **COMPENSATION--**The **COUNTY** will pay **DIRECTOR** the yearly sum of Fifteen Thousand Dollars ($15,000), payable in monthly installments of One Thousand Two Hundred Fifty Dollars ($1,250.00). The **DIRECTOR** will provide monthly invoices to the **COUNTY,** by the 10th of each month, for payment of services provided in the preceding month. The **COUNTY** then has 10 days to request further documentation or notify the **DIRECTOR** of errors or omissions. Upon receipt of completed invoice, the **COUNTY** has 15 days to pay **DIRECTOR.**

VI. **TRAVEL--**The **DIRECTOR** will draw funds for such travel as is necessary from the compensation referred to in Sections I and V above.

VII. **INDEMNIFICATION--DIRECTOR** agrees to be liable for, indemnify and hold harmless **COUNTY** for all claims, suits, judgments, and damages, including court costs and attorney's fees, arising out of his or her negligent or intentional acts or omissions or the negligent or intentional acts or omissions of his or her agents, subcontractors, and employees, in the course of

operation of this Agreement. Where the DIRECTOR and **COUNTY** commit joint negligent acts, the DIRECTOR shall not be liable for or have any obligation to defend the **COUNTY** with respect to that part of the joint negligent act committed by the **COUNTY.** In no event shall the **DIRECTOR** be liable for or have any obligation to defend the **COUNTY** against such claims, suits, judgments, and damages, including court costs and attorney's fees, arising out of the sole negligent acts of the **COUNTY.**

VIII. **ASSIGNMENTS AND SUBCONTRACTS**--The **DIRECTOR** shall not sell, assign, or transfer any interest in this agreement or subcontract any of its rights or duties hereunder without obtaining the prior written consent of **COUNTY.** Any attempt by the DIRECTOR to make such assignment or delegation without **COUNTY** approval shall be void and shall not relieve the **DIRECTOR** of his or her liabilities and obligations hereunder.

IX. **NOTICES**--Notice pursuant to this agreement shall be given in writing and sent by certified mail, return receipt requested, to applicable person identified below:

COUNTY:	**DIRECTOR:**
Dr. Vernard Adams Medical Examiner P.O. Box 1110 Tampa, FL 33601	Dr. Catherine L. Carrubba, M. D. 4 Columbia Drive Suite 810 Tampa, Florida 33606

Notice shall be effective upon delivery thereof.

X. **RFQ C-589-92**--Hillsborough County Request for Qualifications 1(RFQ) C-589-92, "Request for Qualifications for Consulting Services to the Hillsborough County Trauma Agency for Medical Examiner Department and **DIRECTOR's** response attached hereto as Attachment "A" are incorporated by reference into this Agreement.

XI. **MODIFICATION**--This Agreement may be modified only by a written document signed by the parties hereto.

XII. **SEVERABILITY**--Should any provision of this contract be found invalid the remainder of the contract shall not be affected thereby.

XIII. **GOVERNING LAW**--This agreement is governed by Florida law and venue is in Hillsborough County, Florida.

XIV. **ENTIRE AGREEMENT**--This Agreement, including any attachments, contains the complete and exclusive statement of the agreement between **COUNTY** and **DIRECTOR.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST RICHARD AKE
CLERK OF CIRCUIT COURT

BY: _____
DEPUTY CLERK

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: _____
VICECHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

ATTEST:

_____
WITNESS

_____
WITNESS

DIRECTOR: CATHERINE L. CARRUBBA

BY: _____ (SEAL)
AUTHORIZED CORPORATE
OFFICER - OR INDIVIDUAL
(SIGN BEFORE NOTARY PUBLIC)

Catherine L. Carrubba
(Printed Name of Signer)

M.D.
(Title)

251-6911
(Phone)

8/27/92
(Date)

BOCC STAFF	APPROVAL - DATE
A.C.A.	9/3/92
ATTORNEY	8/31/92
FISCAL/BUDGET	8/19/92
PURCH/CONTRACTS	8/18/92

rrw5063.082

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 92-1597

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (F.S. 695.25) No. 5181

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8/27/92 (Date)

by CATHERINE L. CARRUBBA (Name of person acknowledging), who is personally known to me

~~or who has produced~~ N/A (Type of identification)

as identification and who ~~did~~ (did not) take an oath.

Gail Ann Swales (Signature) Notary Public, Commission No. CC097733

(SEAL ABOVE)

GAIL ANN SWALES (Name of Notary typed, printed or stamped)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR OF TRAUMA AGENCY

Number of Pages FOUR Date of Document 8/27/92

Signer(s) Other than Named Above CHAIRMAN BOARD OF COUNTY COMMISSIONERS

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Richard Ake
Clerk of the Circuit Court
Hillsborough County, Florida

Clerk to Board of
County Commissioners
Room # 214-F
P.O. Box 1110
Tampa, Florida 33601
Telephone 272-5845

September 14, 1993

DR CATHERINE L CARRUBBA
4 COLUMBIA DR SUITE 810
TAMPA FL 33606

CONTINUOUS

Re: First Modification to Agreement Between Hillsborough County and Catherine L. Carrubba, M.D. - Consulting Services to the Hillsborough County Trauma Agency - Change of Payee
H.C. Document No. 93-1557

Dear Dr. Carrubba:

Attached is an executed copy of referenced modification, approved by the Hillsborough County Board of County Commissioners on September 1, 1993.

We are providing a copy for your files.

Sincerely,

RICHARD AKE
CLERK OF CIRCUIT COURT

By: Gary J. Klunk
Gary J. Klunk
Deputy Clerk, BOCC Records

GJK:ADF
Attachment
cc: Board files (orig.)
Dr. Vernard Adams, Chief Medical Examiner
Jan Jardieu, Manager, Purchasing and Contracts
Jim Jennings, Director, BOCC Accounting

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

CHIEF DEPUTY CLERK

AGENDA ITEM COVER SHEET

[X] CONSENT [ ] NON-CONTROVERSIAL [ ] REGULAR

SUBJECT: Consulting Services to Hills. County Trauma Agency BOCC Doc#: 92-1514
TEAM: Municipal Services
DEPT: Medical Examiner CONTACT PERSON: Vernard I. Adams

RECOMMENDATION: Approve the first modification of the existing contract between the Board and Catherine L. Carrubba, M.D.

BACKGROUND: Catherine L. Carrubba, M.D., the Medical Director of the Trauma Agency, would like her checks paid to her corporation, T.E.A.M., which is the group of physicians providing emergency room coverage at Tampa General Hospital. Under the existing contract between the Board and Dr. Carrubba, checks are made payable to Dr. Carrubba. This modification would make the requested payee change.

RECEIVED
SEP 02 1993
BOARD OF COUNTY
CLERK TO THE BOARD

Medical Examiner Dept.
8/30 I-D-9 X25342
Dick Bailey
(1) Have her come by to sign.
93-1557

[ ] Continued Cost $ 0 Index/Subobject Code

SIGN-OFF APPROVALS DATE

DIRECTOR [signature] 8-9-93
ACA 1st APPROVAL [signature] 8/12/93
BUDGET [signature] 8-11-93
CONTRACTS [signature] 8/10/93
LEGAL [signature] 8/9/93
ACA [signature] 8/12/93
FISCAL ACA
(If Budget Amendment)

[ ]Affected parties notified
[X]Not required

[ ]Public Entity Crime Sworn Statement

[ ]Advertised
[X]Not Required

Date:

Paper:

...greement

[X]Backup on file in County Administrator's Office

-- OCA STAFF ONLY --

BOARD ACTION:
[X]Approved [ ]Disapproved [ ]Continued/Deferred Until

Original Documents Forwarded to Chief Deputy Clerk
(1)

OTHER/SPECIAL INSTRUCTIONS:

Sept 1, 93 BY: [signature]

93-1557 I-D-9

FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT is made and entered into this 1st day of September, 1993, by and between the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA,** hereinafter referred to as **"COUNTY"**, and **CATHERINE L. CARRUBBA, M.D.**, hereinafter referred to as the **"DIRECTOR"**.

W I T N E S S E T H

WHEREAS, the parties hereto entered into an agreement concerning Consulting Services to the Hillsborough County Trauma Agency between the parties on October 6, 1992, and

WHEREAS, the Director requests agreement to be amended to have payments made payable to TEAM - TGH INC.;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the aforesaid Agreement is modified in the following respect only:

The following language is added to paragraph V. COMPENSATION:

> For the services rendered by the DIRECTOR, payments will be made payable to: TEAM - TGH, INC., Harbourside Medical Tower, 4 Columbia Drive, Suite 810, Tampa, Florida 33606.

The above referenced "Agreement", excepting those terms and conditions conflicting with this **FIRST MODIFICATION AGREEMENT** which are hereby changed to conform hereto, is otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this **FIRST MODIFICATION AGREEMENT**, to be executed beLow by their duly authorized representatives.

ATTEST: RICHARD L. AKE

BY: _____
DEPUTY CLERK

COUNTY: HILLSBOROUGH COUNTY, FLORIDA

BY: _____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Susanne Hicks
WITNESS

_____
WITNESS

DIRECTOR: CATHERINE L. CARRUBBA, M.D.

BY: Catherine Carrubba MD
AUTHORIZED SIGNATURE

Catherine Carrubba, MD
PRINTED NAME

Medical Director, Hillsborough County Trauma Agency
TITLE

8/31/93
DATE

BOCC STAFF	APPROVAL - DATE
A.C.A.	8/13/93
ATTORNEY	8/12/93
FISCAL/BUDGET	8/6/93
PURCH/CONTRACTS	8/10/93

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 93-1557

Hillsborough County
Florida

Agenda Item Cover Sheet

Agenda Item N°. A-40

Meeting Date July 20, 2005

☒ Consent Section ❑ Regular Section ❑ Public Hearing

Subject:
Second Modification and Assignment of Agreement for the Professional Services Contract for the Medical Director of the Hillsborough County Trauma Agency With Catherine L. Carrubba, M.D., BOCC Doc. No. 92-1597

Department Name: Health And Social Services

Contact Person: Gene Deiss Contact Phone: 301-7369

Sign-Off Approvals:

Manus J. O'Donnell	07/01/2005	David Rogoff	07/01/2005
Assistant County Administrator	Date	Department Director	Date
NA		Alicia Gonzalez	07/01/2005
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date

Staff's Recommended Board Motion:
Approve the Second Modification to the Professional Services Contract for Medical Director of the Hillsborough County Trauma Agency with Catherine Carrubba, M.D. to (1) change the Contractor's check payments "payable to" from TEAM - TGH, Inc. to INPHYNET Contracting Services, Inc., P.O. Box 634850, Cincinnati, OH 45263-4850 effective July 20, 2005, (2) change the County notice point of contact in paragraph IX to the Director, Health and Social Services Department, P.O. Box 1110, Tampa, FL 33601, and (3) absolve the County for making payments to an entity not listed in the contract. Additionally, consent to the Assignment of the Agreement, as modified, from Dr. Carrubba to INPHYNET Contracting Services, Inc. effective August 1, 2005. There is no fiscal impact with this modification and assignment of the contract.

Financial Impact Statement:
Fund 01-001-001, Index/Sub-Object Code: HSE 09200/3499. There is no fiscal impact with this modification and assignment of the contract.

Background:
The County began contracting with Catherine Carrubba, M.D. on October 6, 1992 to be the Medical Director of the Hillsborough County Trauma Agency for an annual sum of $15,000. She has served in

that capacity since that time in an excellent manner without an increase in compensation. Dr. Carrubba has requested the check for services provided be made "payable to" INPHYNET Contracting Services, Inc., the corporation Dr. Carrubba works for due to accounting requirements. Consequently, a modification to the contract is required to accomplish the "payable to" change. The notice address for the County required updating from the Medical Examiner to the Health and Social Services Department Director. The Assignment to INPHYNET is needed to transfer the current contract responsibilities to INPHYNET for proper insurance coverage. As part of the Agreement, Dr. Carrubba will continue to provide the services of Medical Director for the Trauma Agency. All parties agree that it is in the best interests of the County, Dr. Carrubba, and INPHYNET to make these changes.

The modification accomplishes the "payable to" change requested by Dr. Carrubba, changes the contact point for the County, and absolves the County of any payment errors. The assignment assigns the contract from Dr. Carrubba to INPHYNET.

Staff recommends approval of these changes.

List Attachments:
Second Modification Agreement with Catherine Carrubba, M.D. and Assignment to INPHYNET

SECOND MODIFICATION AGREEMENT TO THE PROFESSIONAL SERVICES CONTRACT FOR MEDICAL DIRECTOR OF THE HILLSBOROUGH COUNTY TRAUMA AGENCY WITH CATHERINE L. CARRUBBA, M.D.
BOCC DOC. NO. 92-1597

THIS SECOND MODIFICATION AGREEMENT, is made and entered into this 20th day of July, 20 05, by and between Hillsborough County, a political subdivision of the state of Florida, hereinafter referred to as "County"; and Catherine L. Carrubba, Md., hereinafter referred to as "Director".

WITNESSETH

Whereas, the County entered into an Agreement with Catherine L. Carrubba, M.D. on October 6, 1992, for the provision of Professional Services as the Medical Director of the Hillsborough County Trauma Agency; and

Whereas, paragraph XI of the Agreement provides for the modification of the terms thereof; and

Whereas, the First Modification Agreement to the Agreement changed the check payable to entity from Dr. Carrubba to TEAM - TGH, Inc. effective September 1, 1993; and

Whereas, the Director requests the Agreement to be amended to have payments made payable to INPHYNET Contracting Services, Inc.

Whereas, the parties hereto wish to modify certain terms of the contract; and

Whereas, the benefits of this modification shall enure to the mutual benefit of both parties.

NOW; THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, additional to those heretofore made, the aforesaid Agreement is hereby modified in the following respects only:

1. The aforesaid recitals are true and correct and are incorporated herein by this reference.
2. Effective July 20, 2005, change the payments made payable to in paragraph V, COMPENSATION, of the Agreement

   From: TEAM – TGH, Inc.
   Harbourside Medical Tower
   4 Columbia Drive, Suite 810
   Tampa, FL 33606

   To: INPHYNET Contracting Services, Inc.
   P.O. Box 634850
   Cincinnati, OH 45263-4850

3. During the course of the Agreement, as modified, Director has requested that payments be made to an entity other than TEAM – TGH, Inc. County complied with Director's request and made payments to The Emergency Associates of Medicine (TEAM). Director acknowledges she received payments as she directed for the contracted work through and including June 2005. The Director absolves County for any payments made "payable to" an entity other than the entity identified in the First Modification Agreement.

Second Modification Agreement
Trauma Consulting Services Agreement with
Catherine L. Carrubba, M.D.
BOCC NO. 92-1597

4. Change the County point of contact in paragraph IX effective July 20, 2005 from Dr. Vernard Adams, Medical Examiner, to:

Director of Health and Social Services
P.O. Box 1110
Tampa, FL 33601

The other terms and conditions of the Agreement as modified herein which do not conflict with this Second Modification of Agreement are reaffirmed in their entirety. In the event of a conflict between the terms of this modification and the Agreement, the terms of this Modification Agreement shall control.

Remainder of Page Intentionally Left Blank

Second Modification Agreement
Trauma Consulting Services Agreement with
Catherine L. Carrubba, M.D.
BOCC NO. 92-1597

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this SECOND MODIFICATION OF AGREEMENT as of the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

BOARD OF COUNTY COMMISSIONERS FLORIDA SEAL HILLSBOROUGH COUNTY

BY: Deputy Clerk

COUNTY: Hillsborough County, Florida

BY: Chairman, Board of County Commissioners

ATTEST: For the CONTRACTOR

Witness

Witness

CONTRACTOR: Catherine L Carrubba, M.D.

BY: Authorized Corporate Officer or individual

Catherine L Carrubba
Printed Name of Signer

Medical Director
Title of Signer

07-12-05
Date Signed

	Approval	Date
Dept.		6/1/05
Contracts		7/1/05
Legal		6-30-05

(Jun 3, 2005) /H/Users/Greenbergh/Trauma Services/Trauma 2nd Modification Jul 20, 2005.doc

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 05-1263

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 07-12-05 by Catherine L Carrubba, Medical Directo
(Date) (Name of officer or agent, title of officer or agent)

of InPhyNet Contracting Services a Florida corporation, (Name of corporation acknowledging) (State or place of incorporation)
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the

time of notarization, and is personally known to me or ~~has produced~~ _____
(Type of Identification)
~~as identification~~ and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) ~~before me this~~ 07-12-05.
(Date)

Cyndee Lynn Ramsey
(Official Notary Signature and ~~Notary Seal~~) Commission Number

Cyndee Lynn Ramsey
(Name of Notary typed, printed or stamped) Commission Expiration Date

Notary Public State of Florida
Cyndee Lynn Ramsey
My Commiss... DD441004
Expires 06/...4/2009

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____, a partnership. He/she personally appeared before me at

the time of notarization, and is personally known to me or has produced _____
(Type of Identification)
as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____.
(Date)

_____ Commission Number
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of person acknowledging)

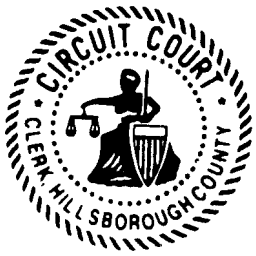
who personally appeared before me at the time of notarization, and is personally known to me or has produced _____
(Type of Identification)
as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____.
(Date)

_____ Commission Number
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date
(Name of Notary typed, printed or stamped)

Pat Frank
Clerk of the Circuit Court
Hillsborough County, Florida



P.O. Box 1110
Tampa, Florida 33601
Telephone (813) 276-8100

MEMORANDUM

DATE: July 22, 2005

TO: Gene Deiss, Health and Social Services

FROM: Gail M. Letzring, Manager, BOCC Records

SUBJECT: Second Modification Agreement (92-1597) with Catherine L. Carrubba, M.D. - Professional Services for Medical Director of the Hillsborough County Trauma Agency

Attached is an executed original of subject agreement, document number 05-1263, approved by the Board on July 20, 2005.

We are providing the original to you for further handling.

md
Attachments
cc: Board files (orig.)
Catherine L. Carrubba, M.D. via Health and Social Services
Merrie Bayard, BOCC Accounting

Hillsborough County
Florida

Agenda Item Cover Sheet

Agenda Item N°. A-40

Meeting Date July 20, 2005

☒ Consent Section ☐ Regular Section ☐ Public Hearing

Subject:
Second Modification and Assignment of Agreement for the Professional Services Contract for the Medical Director of the Hillsborough County Trauma Agency With Catherine L. Carrubba, M.D., BOCC Doc. No. 92-1597

Department Name: Health And Social Services

Contact Person: Gene Deiss Contact Phone: 301-7369

Sign-Off Approvals:

Manus J. O'Donnell	07/01/2005	David Rogoff	07/01/2005
Assistant County Administrator	Date	Department Director	Date
NA		Alicia Gonzalez	07/01/2005
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date

Staff's Recommended Board Motion:
Approve the Second Modification to the Professional Services Contract for Medical Director of the Hillsborough County Trauma Agency with Catherine Carrubba, M.D. to (1) change the Contractor's check payments "payable to" from TEAM - TGH, Inc. to INPHYNET Contracting Services, Inc., P.O. Box 634850, Cincinnati, OH 45263-4850 effective July 20, 2005, (2) change the County notice point of contact in paragraph IX to the Director, Health and Social Services Department, P.O. Box 1110, Tampa, FL 33601, and (3) absolve the County for making payments to an entity not listed in the contract. Additionally, consent to the Assignment of the Agreement, as modified, from Dr. Carrubba to INPHYNET Contracting Services, Inc. effective August 1, 2005. There is no fiscal impact with this modification and assignment of the contract.

Financial Impact Statement:
Fund 01-001-001, Index/Sub-Object Code: HSE 09200/3499. There is no fiscal impact with this modification and assignment of the contract.

Background:
The County began contracting with Catherine Carrubba, M.D. on October 6, 1992 to be the Medical Director of the Hillsborough County Trauma Agency for an annual sum of $15,000. She has served in

that capacity since that time in an excellent manner without an increase in compensation. Dr. Carrubba has requested the check for services provided be made "payable to" INPHYNET Contracting Services, Inc., the corporation Dr. Carrubba works for due to accounting requirements. Consequently, a modification to the contract is required to accomplish the "payable to" change. The notice address for the County required updating from the Medical Examiner to the Health and Social Services Department Director. The Assignment to INPHYNET is needed to transfer the current contract responsibilities to INPHYNET for proper insurance coverage. As part of the Agreement, Dr. Carrubba will continue to provide the services of Medical Director for the Trauma Agency. All parties agree that it is in the best interests of the County, Dr. Carrubba, and INPHYNET to make these changes.

The modification accomplishes the "payable to" change requested by Dr. Carrubba, changes the contact point for the County, and absolves the County of any payment errors. The assignment assigns the contract from Dr. Carrubba to INPHYNET.

Staff recommends approval of these changes.

List Attachments:
Second Modification Agreement with Catherine Carrubba, M.D. and Assignment to INPHYNET

ASSIGNMENT OF AGREEMENT

This Assignment, dated this 20th day of July, 2005, by and between Dr. Catherine L. Carrubba, M.D. ("DR. CARRUBBA") and INPHYNET Contracting Services, Inc. ("INPHYNET"), with the consent of Hillsborough County, Florida, a political subdivision of the State of Florida (the "**COUNTY**").

WITNESSETH

WHEREAS, DR. CARRUBBA has a Professional Services Agreement for Medical Director of Trauma Agency with Hillsborough County dated October 6, 1992, identified as contract No. 92-1597 as a result of Request for Qualifications (RFQ) C589-92; contract No. 92-1597 was modified by the First Modification Agreement (Document No. 93-1557), dated September 1, 1993 and the Second Modification Agreement (Document No. 05-1263), dated July, 20, 2005; collectively contract No. 92-1597 together with the First Modification Agreement and the Second Modification Agreement shall be referred to as the "AGREEMENT", a copy of which is attached hereto as Exhibit 1 and is made a part hereof; and

WHEREAS, Article VIII of the AGREEMENT provides for the assignment of the AGREEMENT subject to the approval and consent of the County; and

WHEREAS, Article XI of the AGREEMENT provides for the modification of the AGREEMENT; and

WHEREAS, DR. CARRUBBA, is now an employee of INPHYNET and desires to assign the AGREEMENT to INPHYNET; and

WHEREAS, INPHYNET represents that it will comply with any and all terms of the AGREEMENT which have been applicable to DR. CARRUBBA, expressly including the indemnification in paragraph VII; and

WHEREAS, INPHYNET shall designate DR CARRUBBA as the individual who will serve as the Medical Director of the Hillsborough County Trauma Agency and carry out the functions and obligations of Medical Director as set forth in the AGREEMENT; and

WHEREAS, DR. CARRUBBA desires to officially transfer and assign the AGREEMENT to INPHYNET subject to the approval and consent of the County; and

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties do hereby agree as follows:

1. The above recitals are true and correct in all respects and are incorporated herein by this reference.
2. INPHYNET acknowledges it has read the AGREEMENT (attached as Exhibit 1).
3. DR. CARRUBBA does hereby assign and transfer to INPHYNET all rights, obligations, covenants, responsibilities and all other contractual obligations contained in the AGREEMENT, subject to the approval of the Hillsborough County Board of County Commissioners (BOCC).
4. INPHYNET hereby agrees to accept the assignment and transfer from DR. CARRUBBA of all rights, obligations, covenants, responsibilities and all other contractual obligations contained in the AGREEMENT, and INPHYNET agrees to be bound by all terms of the AGREEMENT.
5. This assignment shall be binding and effective as of August 1, 2005.

6. As a condition of and as part of this Assignment INPHYNET designates DR. CARRUBBA as the individual who will be providing the services of Medical Director to the Hillsborough County Trauma Agency as described in the AGREEMENT. If DR. CARRUBBA is not able to provide said services, then INPHYNET must notify the COUNTY and obtain the prior written approval of the Director of Health and Social Services Department as to the specific individual who will provide the services of Medical Director to the Hillsborough County Trauma Agency.

7. Paragraph IX of the AGREEMENT, is hereby modified to replace DR. CARRUBBA with INPHYNET for notice purposes as follows:

   Name: INPHYNET Contracting Services, Inc.
   Address: 320 W. Kennedy Blvd, Suite 700
   Address: Tampa, FL 33606

8. By signing below, both INPHYNET and DR. CARRUBBA represent that INPHYNET has the means and resources to perform the obligations described above.

9. The parties each represent as an express term of this Assignment, that each party signing below has the authority to bind the entity for which each signature is purported to represent.

The Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Catherine L. Carrubba, M.D.

ATTEST: For the Dr. Carrubba

Witness

Witness

BY: Catherine L Carrubba MD
Authorized Corporate Officer or individual

Catherine L Carrubba
Printed Name of Signer

Medical Director
Title of Signer

07-12-05
Date Signed

INPHYNET Contracting Services, Inc.

ATTEST: For the INPHYNET

Witness

Witness

BY:
Authorized Corporate Officer or individual

Neil J Principe
Printed Name of Signer

President
Title of Signer

07-13-05
Date Signed

The COUNTY hereby consents to the above ASSIGNMENT OF AGREEMENT from DR. CARRUBBA to INPHYNET.

ATTEST: Pat Frank
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY FLORIDA

BY: Juelene W. Gregory
DEPUTY CLERK

BY:
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legal sufficiency:

COUNTY ATTORNEY

By:
Assistant County Attorney 6-30-05

	Approval	Date
Dept.		7/1/05
Purchasing		7/1/05

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 05-1315

ACKNOWLEDGEMENT OF DR. CARRUBBA, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200_, by _____ (name of officer or agent, title of officer of agent) of_____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 200__.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF DR. CARRUBBA, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 200_.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF DR. CARRUBBA, IF AN INDIVIDUAL

STATE OF Florida COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12 day of July, 2005 by Catherine L Carrubba (name of person acknowledging), who personally appeared before me at the time notarization, and is personally know to me ~~or has produced _____ as identification~~ and did certify to have knowledge of the ~~matters stated~~ in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 12 day of July, 2005

Cyndee Lynn Ramsey Commission Number _____
(Official Notary Signature and Notary Seal)

Cyndee Lynn Ramsey Commission Expiration Date_____
(Name of Notary typed, printed or stamped)

Notary Public State of Florida
Cyndee Lynn Ramsey
My Commission DD441004
Expires 06/14/2009

ACKNOWLEDGEMENT OF INPHYNET, IF A CORPORATION

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of JULY, 2005 by NEIL PRINCIPE (name of officer or agent, title of officer of agent) of INPHYNET CONTRACTING SERVICES (name of corporation acknowledging) a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 13TH day of JULY, 2005

Donna Harris — Commission Number DD224811

(Official Notary Signature and Notary Seal)

DONNA HARRIS — Commission Expiration Date JULY 21, 2007

(Name of Notary typed, printed or stamped)

Donna Harris
My Commission DD224811
Expires July 21 2007

ACKNOWLEDGEMENT OF INPHYNET, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 200_.

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF INPHYNET, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 200_, by _____ (name of person acknowledging), who personally appeared before me at the time notarization, and is personally know to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this ___ day of _____, 200_.

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date_____

(Name of Notary typed, printed or stamped)

BOARD OF COUNTY COMMISSIONERS
Kevin Beckner
Victor D. Crist
Ken Hagan
Al Higginbotham
Lesley "Les" Miller, Jr.
Sandra L. Murman
Mark Sharpe

Hillsborough County
Florida

Office of the County Administrator
Michael S. Merrill

CHIEF ADMINISTRATIVE OFFICER
Helene Marks

CHIEF FINANCIAL ADMINISTRATOR
Bonnie M. Wise

DEPUTY COUNTY ADMINISTRATORS
Lucia E. Garsys
Sharon D. Subadan

February 17, 2014

Steven Schwartz, D.O., FACOEP
President
TEAMHealth Southeast
320 W Kennedy Blvd, Suite 750
Tampa, FL 33606

Subject: Change in Medical Director assigned to the INPHYNET Contracting Services, Inc. Agreement (BOCC Doc #05-1315) for the Provisions of Medical Director of the Hillsborough County Trauma Agency Services.

Dear Dr. Schwartz:

In accordance with Paragraph 6 of the Assignment Agreement, dated July 20, 2005 between the Hillsborough County Board of County Commissioners and INPHYNET Contracting Services Inc., I approve the INPHYNET request to replace Dr. Jason L. Johnson, D.O., with Dr. Marshall A. Frank, D.O., as the Medical Director to the Hillsborough County Trauma Agency, with an effective date of March 1, 2014. Please ensure Dr. Frank is knowledgeable of the Medical Director's responsibilities.

The County looks forward to working with Dr. Frank and thanks Dr. Johnson for his years of service as Medical Director to the Hillsborough County Trauma Agency.

Please contact me at 813-272-6328 or Barbara Uzenoff at 813-276-2051 if you have any questions.

Sincerely,

Venerria L. Thomas

Venerria L. Thomas
Director, Department of Family & Aging Services

Cc: Diane Billups, General Manager II Contracts
Barbara Uzenoff, Trauma Agency Coordinator
Cyndee Ramsey, Executive Assistant
Dr. Jason L. Johnson
Dr. Marshall A. Frank