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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, 1992, 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:  
Dr. Vernard Adams  
Medical Examiner  
P.O. Box 1110  
Tampa, FL 33601  

DIRECTOR:  
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: [Signature] DEPUTY CLERK

ATTEST:

WITNESS

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: [Signature] VICECHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

DIRECTOR: CATHERINE L. CARRUBBA

BY: [Signature] AUTHORIZED CORPORATE
OFFICER - OR INDIVIDUAL
(SIGN BEFORE NOTARY PUBLIC)

Catherine L. Carrubba
(Printed Name of Signer)

H.D. (Title)

251-6911 (Phone)

8/27/92 (Date)

rrw5063.082

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 92-1597
The foregoing instrument was acknowledged before me this 5/27/12
(Date)
by \underline{CATHERINE L. CANZULLA}, who is personally known to me
(Name of person acknowledging)
or who has produced N/A
(Type of identification)
as identification and who did (did not) take an oath.

\underline{KARI ANN SWARES}  Notary Public, Commission No. CE 09 7733
(Signature)

(SEAL ABOVE)

\underline{KARI ANN SWARES}  (Name of Notary typed, printed or stamped)

\underline{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 \underline{PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR OF PROSIA AGENCY}
Number of Pages \underline{FOUR}  Date of Document 5/27/12
Signer(s) Other than Named Above \underline{CHAIRMAN BOARD OF COUNTY COMMISSIONERS}
September 14, 1993

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

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: [Signature]
Gary J. Klunk
Deputy Clerk, BOCX Records

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

WITNESSETH

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
COUNTY: HILLSBOROUGH COUNTY, FLORIDA

BY: [Signature]
DEPUTY CLERK

BY: [Signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

DIRECTOR: CATHERINE L. CARRUBBA, M.D.

BY: [Signature]
AUTHORIZED SIGNATURE
Catherine Carrubba, M.D
PRINTED NAME
Medical Director, HILLSBOROUGH COUNTY
TITLE
DATE 8/31/93

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 93-1557
Agenda Item Cover Sheet

Agenda Item No. A-40
Meeting Date July 20, 2005

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
Assistant County Administrator

David Rogoff 07/01/2005
Department Director

Alicia Gonzalez 07/01/2005
County Attorney - Approved as to Legal Sufficiency

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, 2005, 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 enurer 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

BY:      Deputy Clerk
          
ATTEST: For the CONTRACTOR

COUNTY: Hillsborough County, Florida

BY:      Chairman, Board of County Commissioners

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

Dept.
Contracts
Legal

Approval

Date

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

(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 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) Commission Number

(Cyndee Lynn Ramsey)

(Official Notary Signature and Notary Seal)

Commission Expiration Date

ARY

ACCNOLEDGEMENT 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 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)

(Official Notary Signature and Notary Seal)

Commission Number

Commission Expiration Date

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 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)

(Official Notary Signature and Notary Seal)

Commission Number

Commission Expiration Date

(Name of Notary typed, printed or stamped)
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
Agenda Item Cover Sheet

Agenda Item No.: A-40
Meeting Date: July 20, 2005

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
Assistant County Administrator

David Rogoff 07/01/2005
Department Director

Alicia Gonzalez 07/01/2005
County Attorney - Approved as to Legal Sufficiency

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. 25-1263), 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.

ATTEST: For the Dr. Carrubba

[Signature]
Witness

[Signature]
Witness

Catherine L. Carrubba, M.D.

BY: [Name]
Authorized Corporate Officer or individual

[Name]
Printed Name of Signer

Medical Director
Title of Signer

07-12-05
Date Signed

ATTEST: For the INPHYNET

[Signature]
Witness

[Signature]
Witness

INPHYNET Contracting Services, Inc.

BY: [Name]
Authorized Corporate Officer or individual

[Name]
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

[Signature]
DEPUTY CLERK

[Signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legal sufficiency:
COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney

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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 or 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 ___ day of __________, 200__ by ____________________ (name of person acknowledging), who personally appeared before me at the time 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)

Trauma Assignment Agreement, Aug 1, 2005.DOC
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

(official name of officer or agent, title of officer or agent) of INPHYNET    (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

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

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_.

(Official Notary Signature and Notary Seal)

(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 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_.

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
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
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