

INTERAGENCY AGREEMENT BETWEEN

STATE OF FLORIDA

DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY
DIVISION OF WORKERS' COMPENSATION

AND

THE AGENCY FOR HEALTH CARE ADMINISTRATION

THIS INTERAGENCY AGREEMENT, is made and entered into this 29th day of AUGUST 2000, by and between the State of Florida Department of Labor and Employment Security, Division of Workers' Compensation (hereinafter referred to as DLES/DWC) and the State of Florida, Agency for Health Care Administration (hereinafter referred to as AHCA).

WHEREAS, under present law, the various functions of administering workers' compensation medical services are located within both DLES/DWC and AHCA; and

WHEREAS, agency programs and functions should be administered efficiently and effectively in a manner that does not duplicate activities conducted in other agencies of the state (s. 20.051, Fla. Stat.); and

WHEREAS, the parties hereto find that it would promote efficiency and avoid duplicative activities, and otherwise would be in the best interests of the State of Florida, to consolidate the medical functions currently performed by both agencies;

THEREFORE in recognition of the mutual benefits and considerations set forth herein, the parties hereto agree as follows:

I.

The purpose of this agreement is to allow AHCA to assume the management and supervision of twenty-nine (29) full-time equivalent positions from DLES/DWC in order to fulfill all statutory duties related to oversight of medical services in workers' compensation provider relations, dispute and complaint resolution, program evaluation, data management, and carrier compliance and review, to promote efficiency in the regulation of workers' compensation medical services, and otherwise to perform all duties, set forth in sections 440.13 and 440.134, Fla. Stat., which are currently being performed by the individuals in the 29 full-time equivalent positions. DLES/DWC shall maintain its statutory jurisdiction as set forth in chapter 440, Fla. Stat.

II.

DLES/DWC shall provide for and support AHCA in performing the requirements of this agreement as follows:

A. ON 9/29/2000, pursuant to this agreement, 29 full-time equivalent DLES/DWC positions from the Bureau of Rehabilitation and Medical Services (hereinafter referred to as BRMS) shall be under the supervision of the Secretary of AHCA, or his designee. A list of those positions and the individuals presently holding those positions is attached to this agreement as Addendum "A" and is incorporated herein by reference.

B. Individuals designated on Addendum A to this agreement will work at the direction of, and be supervised by, AHCA. This direction and supervision includes daily work assignments, specific activities, travel, leave authorization, performance evaluation, and long-term direction on strategic planning and goals concerning all facets of workers' compensation medical services in Florida, as well as hiring, firing and disciplinary decisions pertaining to the DLES/DWC personnel. Any decision regarding a reduction-in-force termination or salary pertaining to the 29 full-time equivalent positions will be made by the heads of DLES and AHCA in a collaborative process.

C. At the direction of AHCA, pursuant to its responsibilities and delegated authority under this agreement, DLES/DWC will provide all salaries, benefits, travel reimbursement, and other supporting budget funds, for the 29 full-time equivalent positions listed on Addendum A to this agreement, pursuant to legislative appropriations contained in Chapter 2000-166, Laws of Florida.

D. DLES/DWC will maintain office space and equipment until such time as AHCA is prepared to move those individuals in the 29 full-time equivalent positions to co-located space. When that occurs, AHCA shall be responsible for all costs related to office space for those individuals (not including any costs for the vacated space), including costs associated with moving furniture and equipment to the co-located space, to the extent such costs are not covered by supporting budget funds appropriated to DLES/DWC for the positions. DLES/DWC shall provide to AHCA the computers and other equipment currently used by the DLES/DWC personnel to perform their duties. A list of such equipment is attached as Addendum B and incorporated herein. DLES/DWC shall maintain its current database functions unless otherwise agreed by the parties. DLES/DWC will coordinate and implement network connectivity to AHCA, which provides AHCA access to applications and data to allow the 29 FTE positions referred to herein to continue to perform their job functions.

E. AHCA will be responsible for, and shall defend, any legal challenges to discipline or other personnel actions taken by AHCA pursuant to its contractual authority, as described above. In exercising the authority described in paragraph II.B., AHCA will apply AHCA personnel rules to the individuals in the 29 full-time equivalent positions in

its decisions. AHCA shall be responsible for and defend any legal challenges to determinations which relate to the responsibilities of any individual in any of the 29 full-time equivalent positions or which constitute proposed or final agency action. DLES/DWC shall be responsible for implementing any decision regarding a reduction-in-force termination or salary pertaining to the 29 full-time equivalent positions. DLES/DWC shall also be responsible for defending any legal challenges to any such decisions.

F. In the interest of ensuring ongoing, effective communications between regulatory agencies overseeing the workers' compensation system, DLES/DWC will include appropriate AHCA staff in planning, legislative, and other meetings affecting the provision of workers' compensation medical services and benefits. To that end, AHCA and DLES/DWC management staff will meet monthly to discuss issues regarding the coordination of regulatory efforts to ensure the effective functioning of the workers' compensation system.

III.

AHCA shall provide for and support DLES/DWC in performing the requirements of this agreement as follows:

A. AHCA has exclusive jurisdiction concerning provision of daily assignments and direction to the 29 full-time equivalent positions.

B. AHCA shall provide timely performance evaluations according to each individual employee's anniversary date for each individual in the 29 full-time equivalent positions, and transmit those evaluations and findings to DLES/DWC for processing and further personnel action.

IV.

DLES/DWC and AHCA mutually agree as follows:


A. This agreement, together with Addenda A and B, constitutes the complete understanding between DLES/DWC and AHCA for the direction and daily supervision of the 29 full-time equivalent positions.

B. Bills for compensation of expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and bills for travel expenses specifically authorized by this agreement shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes (1999).

C. This agreement shall continue until terminated by agreement of the parties or by statutory change.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA
DEPARTMENT OF LABOR AND
EMPLOYMENT SECURITY
DIVISION OF WORKERS'
COMPENSATION



Mary B. Hooks
Secretary

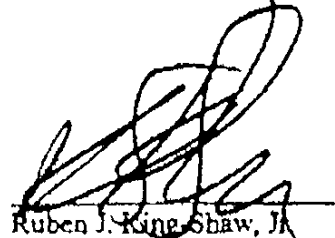
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Shen Wilkes-Cape, General Counsel

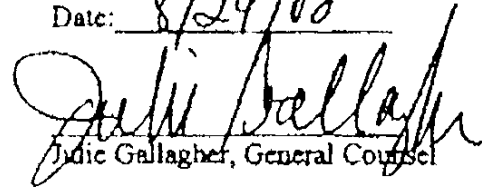
As to Form and Legality

STATE OF FLORIDA
AGENCY FOR HEALTH
CARE ADMINISTRATION



Ruben J. King-Shaw, Jr.
Secretary

Date: 8/29/00



Judie Gallagher, General Counsel