EMPLOYEE INTERCHANGE AGREEMENT BY AND BETWEEN THE UNIVERSITY OF FLORIDA AND THE FLORIDA DEPARTMENT OF HEALTH

This is an Employee Interchange Agreement ("Agreement") between the University of Florida Board of Trustees ("University"), a state university and public body corporate, and the Florida Department of Health ("the Department"), an Executive Branch Agency. This Agreement is based upon the following conditions:

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between state agencies;

WHEREAS, Section 112.24, Florida Statutes, authorizes the intergovernmental interchange of employees among agencies of government, including between public institutions of higher learning and state agencies;

WHEREAS, Section 112.24, Florida Statutes, authorizes the Governor to enter into employee interchange agreements with a public institution of higher learning to fill, subject to the requirements of chapter 20, Florida Statutes, appointive offices which are within the executive branch of government and which are filled by appointment by the Governor;

WHEREAS, Section 112.24(1), Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency (herein University) pursuant to section 112.26(1), Florida Statutes, and a receiving agency (herein the Department) pursuant to section 112.26(2), Florida Statutes;

WHEREAS, the Department requires assignment of an employee to serve as State Surgeon General and State Health Officer pursuant to chapter 20, Florida Statutes;

WHEREAS, University currently has the capacity to assign one of its faculty members to be detailed to the Department for an initial term not to exceed two years, subject to biennial extension as provided by section 112.24(2), Florida Statutes; and

WHEREAS, this Agreement is subject to the reimbursement provisions of section 112.24(3), Florida Statutes;

NOW THEREFORE, based on the existence of the foregoing conditions, the Department and University agree to the following:

1. PURPOSE, EMPLOYEE ASSIGNMENT AND SUPERVISION. The purpose of this Agreement is to allow the detailing of a University faculty member to provide executive services to the Department. Specifically, this Agreement authorizes Scott Rivkees, M.D., (hereafter "detailed employee") to be assigned to the Department to serve as Florida's State Surgeon General and State Health Officer. The detailed employee will report to the Governor of the State of Florida.

2. TERM. Subject to section 112.24(6), Florida Statutes, this Agreement shall become effective upon execution by both parties. It is expected that this Agreement shall be for an initial period of two years from the date of execution, unless otherwise provided herein.

3. TERMS AND CONDITIONS. The employee interchange provided for by this Agreement will be performed under the terms and conditions set forth below:
(a) The detailed employee will continue full-time employment with University with the salary and benefits as agreed by University, including but not limited to workers' compensation benefits;

(b) The Department will make quarterly payments to University in the amount of thirty-five thousand dollars ($35,000.00) during the period of time the detailed employee is serving as State Surgeon General and State Health Officer;

(c) The Department will provide an established work area and all necessary office supplies and components for the detailed employee to allow for the successful operation of the position;

(d) The detailed employee will provide completed and accurate travel authorization requests and reimbursements and other paperwork for approval and payment by the Department. The Department shall be responsible for payment and/or reimbursement of travel and/or training and per diem expenses incurred by the detailed employee during the term of this Agreement and consistent with section 112.061, Florida Statutes;

(e) In addition to satisfying all requirements of chapter 20, Florida Statutes, during the term of this Agreement, the detailed employee shall lead, manage, and administer the professional and administrative operations of the Department, including the planning, developing, implementing, and maintaining of programs for the efficient and effective delivery of public health services. The detailed employee shall perform all requirements of the detailed employee's position description, including the duties and responsibilities outlined in Attachment 1; and

(f) The detailed employee shall delegate any and all responsibilities that may present a conflict as a result of the detailed employee's employment with University, as the term is defined in section 112.312(8), Florida Statutes, to a Deputy Secretary or other employee within the Department during the term of this Agreement.

4. AMENDMENTS. No modification to this Agreement will be valid except by written amendment signed by the parties.

5. NOTIFICATION TO DEPARTMENT OF MANAGEMENT SERVICES. In accordance with section 112.24(1), Florida Statutes, the Department will provide a copy of this Agreement, and any renewals, extensions, and amendments to the Florida Department of Management Services.

6. WORKERS COMPENSATION. In the event of injury or death in the performance of the detailed employee's official duties, that employee will be treated as an employee of University and University will be responsible for providing such insurance. The Department will notify University of the injury or death of the detailed employee without undue delay.

7. LIABILITY. Each party agrees to be liable for any damages proximately caused by the acts, omissions, or wrongful acts of its employees or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by either of the parties.

8. TERMINATION. Notwithstanding anything to the contrary, this Agreement may be terminated by the Governor without cause by no less than 48 hours-notice in writing to University unless a lesser time is mutually agreed upon in writing by both parties. This Agreement may be
terminated by University without cause by no less than 60 calendar days-notice in writing to the Department unless a lesser time is mutually agreed upon in writing by both parties.

9. CONTACTS. The parties’ respective contacts for issues relating to this Agreement are:

Louise St. Laurent  
General Counsel  
Florida Department of Health  
4052 Bald Cypress Way, A-01  
Tallahassee, FL 32399  
(850) 245-4956  
Louise.StLaurent@flhealth.gov

Amy Hass  
General Counsel  
University of Florida  
123 Tigert Hall  
P.O. Box 113125  
Gainesville, FL 32611-3125  
(352) 392-1358  
amhass@ufl.edu

10. OTHER. This Agreement, together with attachments and any amendments, constitutes the entire Agreement of the parties and supersedes all prior communications, understandings and Agreements relating to the subject matter thereof, whether oral or written.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
By: Michele Tallent  
Deputy Secretary for Operations  
Date: June 20, 2019

UNIVERSITY OF FLORIDA  
By: Joseph Adrian Tyndall, M.D., Interim Dean of the College of Medicine, University of Florida  
Date: June 19, 2019

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Approved as to form and legality  
By: Louise St. Laurent  
General Counsel  
Date: June 20, 2019

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ATTACHMENT I
DUTIES AND RESPONSIBILITIES

The State Surgeon General is appointed by and serves at the pleasure of the Governor. The State Surgeon General is the head of the Department of Health and serves as the State Health Officer. The incumbent must be a licensed physician maintaining a clear and active license, that has advanced training or extensive experience in public health administration. As the chief executive officer for the Department, this position is responsible for providing continued statewide leadership and direction of all health programs within the state and in carrying out the goals and missions outlined in Florida Statutes. The incumbent in this position is responsible for the direction and management of statewide public health. The incumbent in this position will delegate to a Deputy Secretary or other Department of Health employee all duties to be performed by the State Surgeon General and State Health Officer with respect to the Division of Children’s Medical Services. The incumbent in this position will delegate to a Deputy Secretary or other Department of Health employee all duties and responsibilities with respect to any contractual agreement, grant funding, and any other relationship between the Department of Health and the University of Florida. All memoranda of delegation shall be on file with the Department of Health's Office of the Agency Clerk.

The State Surgeon General provides leadership and executive direction for the Department including protecting, promoting, and improving the health of all people in Florida through integrated state, county, and community efforts.

The State Surgeon General exercises, or delegates, final agency authority and responsibility for all departmental matters.

The State Surgeon General formulates or directs the development of agency policy within the limits of the state and federal laws and directs the implementation of that policy.

As the State Surgeon General and State Health Officer, serve as the chief advisor to the Governor of Florida's health programs including health implications of various state actions affecting citizens and visitors of the state. Acts as the state’s top medical officer on all emergencies affecting the public’s health and has responsibility for declaring public health emergencies and issuing public health advisories.

The State Surgeon General speaks for the Department in relationships with the Governor, Legislature, Cabinet, other state and federal agencies, Florida Congressional delegation, advisory bodies, advocacy groups, the media, and the general public.

The State Surgeon General represents the Department through attendance and presentations at conferences, seminars, and other public health related events or occasions.

The State Surgeon General meets regularly with staff to provide support and recognize outstanding accomplishments of the Department.

The State Surgeon General serves as the leading voice on wellness and disease-prevention efforts, including the promotion of healthful lifestyles, immunization practices, health literacy, and the assessment and promotion of the physician and health care workforce in order to meet the health care needs of the state.

The State Surgeon General focuses on advocating healthy lifestyles, developing public health policy, and building collaborative partnerships with schools, businesses, health care practitioners,
community-based organizations, and public and private institutions in order to promote health literacy and optimum quality of life for all Floridians.

The State Surgeon General is responsible for the supervision of staff including appraisals, planning and directing their work, approving leave, and having the authority for hiring and taking disciplinary action or effectively recommending such actions.