

**FINANCIAL AGREEMENT FOR LOCAL MATCH**  
**Fiscal Year 2004-2005**

Optional language for counties electing to expand their *non-Title XXI* enrollment is shown in *italics*. *If you are not expanding coverage, this language should not be included in your Financial Agreement.*

**AGREEMENT**  
**BETWEEN**  
**FLORIDA HEALTHY KIDS CORPORATION "FHKC"**  
**AND**  
**TBA**  
**(COUNTY GOVERNMENT, FISCAL AGENT, ORGANIZATION)**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between TBA, hereinafter called "TBA" and the Florida Healthy Kids Corporation hereinafter called 'FHKC', a Florida not-for-profit corporation under the provisions of Chapter 617, Florida Statutes.

WHEREAS, the Florida Legislature enacted Chapter 624.91, Florida Statutes, creating the Florida Healthy Kids Corporation, a Florida not-for-profit corporation organized to facilitate a program to provide comprehensive health insurance coverage and preventative health care services to Florida children;

WHEREAS, the 2004-2005 General Appropriations Act and section 624.91(4)(b)(2), Florida Statutes requires the FHKC to develop and implement a local match policy for the continuation of enrollment of non-Title XXI eligible enrollees in the FHKC program;

WHEREAS, FHKC's implementing statute and the 2004-2005 General Appropriations Act provides for the provision of local matching funds from the participating county through a specified formula and that said local match must be secured to cover the costs of enrollees who do not qualify for Title XXI federal matching funds in the participating county by a Financial Agreement with local contributors to provide the required local match on an agreed periodic basis;

WHEREAS, NAME has agreed to participate in the FHKC program for TBA County by providing funds to be applied to the local match for TBA County for the continuation of coverage for non-Title XXI eligible enrollees;

*(WHEREAS, NAME has also agreed to provide additional funding beyond any required amount to continue coverage in order to expand enrollment to additional non-Title XXI eligible applicants for the fiscal year 2004-2005;)*

NOW THEREFORE, in consideration of the premises and as an inducement to FHKC to continue *(and expand)* a FHKC program for non-Title XXI eligible enrollees in TBA County:

I. TBA agrees to provide matching funds for the provision of the FHKC program in TBA County as follows:

2004-2005 Financial Agreement

Revised: 3/2004

- A. TBA agrees to provide local matching funds in the amount of \$TBA for the period of July 1, 2004 through June 30, 2005.
  - B. TBA understands that FHKC will continue the enrollment of non-Title XXI eligible enrollees only in those counties that meet their local match requirement as specified by the FHKC Board of Directors.
  - C. TBA agrees to be invoiced on a monthly basis for one-twelfth of the local match amount listed in paragraph I. A.
  - D. TBA agrees to remit payment within thirty (30) days of receipt of an invoice from FHKC.
- II. FHKC, in consideration of the funds paid by TBA under this Financial Agreement for the FHKC program, FHKC agrees as follows:
- A. To provide comprehensive health insurance coverage to each participant who has paid the required premium and has met the other eligibility standards for enrollment established by FHKC.
  - B. To invoice TBA on a scheduled basis in accordance with paragraphs I.C. and I.B. Invoice shall be sent to:  
  
NAME:  
ADDRESS:  
CONTACT NUMBER:
- III. The Parties agree that the non-payment of local matching funds may result in the termination of coverage for non-Title XXI eligible enrollees in TBA County or other actions deemed appropriate by the FHKC Board of Directors at the sole discretion of the FHKC.
- IV. TBA understands that FHKC will commence the expenditure of state funds to continue *(and expand a FHKC program in NAME County for non-Title XXI eligible participants)* a FHKC program in TBA County based upon the assurances by TBA to provide local matching funds, to assume the responsibilities and duties set forth herein and to provide the local matching funds in accordance with the terms hereof. In the event the local matching funds provided herein are not forthcoming in the amounts and upon the dates scheduled, FHKC is entitled to enforce the obligations of this agreement in accordance with the laws of the state of Florida and in such event shall be entitled to additional reimbursement for its costs and attorneys fees necessarily incurred in order to enforce the completion of the obligations herein. It is understood that the intent of this provision is to protect the children who will receive health insurance benefits through the FHKC program in TBA County and who will thereafter rely upon the continuation of the program.

- V. The parties agree that the provisions of this agreement are not subject to assignment without the express written consent of the other party.
- VI. Any amendments to this Agreement shall be in writing and approved by both parties.
- VII. This Agreement shall be in effect from the date of its execution by both parties, and shall remain in effect until all obligations under this Agreement have been satisfied.

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

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**TBA COUNTY LOCAL MATCH PROVIDER**

\_\_\_\_\_

NAME:  
TITLE:

\_\_\_\_\_  
Witness

**FLORIDA HEALTHY KIDS CORPORATION**

\_\_\_\_\_  
Rose M. Naff  
Executive Director

\_\_\_\_\_  
Witness