

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Contract with Florida Healthy Kids Corporation for Local Match

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance

**AUTHORIZED BY:** *PCS* Phillip C. Stalvey, Director **CONTACT:** *DM* David Medley, Manager **EXT.** 3363

<b>Agenda Date</b> <u>11/15/05</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners of the attached contract with Healthy Kids Corporation for local match in the amount of \$29,212 and authorization for chairman to execute contract.

**BACKGROUND:**

The local match for the Healthy Kids insurance program was approved during the 2005/2006 budget process in the amount of \$32,000. We have been notified that the actual match amount for this year is \$29,212. The attached contract provides for payment of these funds to the Florida Healthy Kids Corporation. Matching funds have been provided by the county since the inception of this program.

<b>Reviewed by:</b>
<b>Co Atty:</b> _____
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> <u><i>SS</i></u> _____
<b>CM:</b> <u><i>DM</i></u> _____
<b>File No:</b> <u>CCS01</u>

**FINANCIAL AGREEMENT FOR LOCAL MATCH**  
**Fiscal Year 2005-2006**

**AGREEMENT**  
**BETWEEN**  
**FLORIDA HEALTHY KIDS CORPORATION "FHKC"**  
**AND**  
**SEMINOLE COUNTY "COUNTY"**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between SEMINOLE COUNTY, hereinafter called "COUNTY" 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 2005-2006 General Appropriations Act and section 624.91 (5)(b)(2) Florida Statutes (2004) 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 2005-2006 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, COUNTY has agreed to participate in the FHKC program for Seminole County by providing funds to be applied to the local match for Seminole County for the continuation of coverage for non-Title XXI eligible enrollees;

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

- I. COUNTY agrees to provide matching funds for the provision of the FHKC program in Seminole County as follows:
  - A. COUNTY agrees to provide local matching funds in the amount of \$29,212 for the period of July 1, 2005 through June 30, 2006.
  - B. COUNTY 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. COUNTY agrees to be invoiced on a monthly basis for one-twelfth of the local match amount listed in paragraph I. A.
- D. COUNTY agrees to remit payment within thirty (30) days of receipt of an invoice from FHKC.

II. FHKC, in consideration of the funds paid by COUNTY 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 COUNTY on a scheduled basis in accordance with paragraphs I.C. and I.D. Invoice shall be sent to:

NAME: David Medley, Ph.D.  
ADDRESS: Manager, Division of Community Assistance  
Seminole County Government  
400 West Airport Blvd.  
Sanford, FL 32773  
CONTACT NUMBER: 407-665-3363

- 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 Seminole County or other actions deemed appropriate by the FHKC Board of Directors at the sole discretion of the FHKC.
- IV. COUNTY understands that FHKC will commence the expenditure of state funds to continue a FHKC program in Seminole County based upon the assurances by COUNTY 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 Seminole 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 \_\_\_\_\_, 2005.

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA**

\_\_\_\_\_

NAME: Carlton Henley  
TITLE: Chairman

\_\_\_\_\_  
Witness

**FLORIDA HEALTHY KIDS CORPORATION**

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

\_\_\_\_\_  
Witness