The Department of Children and Families (DCF), State of Florida, and the Department of Military Affairs (DMA), State of Florida, enter into this agreement to facilitate the operational phase of the Florida Youth Challenge Program (hereafter referred to as Program). This Program is Congressionally authorized, based on a national model implemented in numerous states, and is operated by the Department of Defense through the National Guard Bureau and the participating states. The Program will be conducted at the Camp Blanding Training Site located in Clay County, Florida, housed in an existing military complex, and will be called the Florida Youth Challenge Academy (hereafter referred to as Academy).

The primary objective of this program is to provide a highly disciplined and motivational environment, free from outside distractions, which fosters academics and General Educational Development (GED) completion, leadership development, personal growth, self-esteem, and physical fitness for qualifying at-risk high school dropouts. Participants in the Program are young men and women 16 to, but not over, 18 years of age upon entry into the Residential Phase of the Program. Individuals must be high school dropouts; U.S. citizens and legal residents of the State of Florida; unemployed or underemployed; drug free; mentally and physically capable of completing the program; not charged, under indictment, awaiting sentencing, nor convicted of a felony; and not on probation, nor parole for other than juvenile offenses. Participation in this Program is totally voluntary. The Program shall serve a minimum number of 15 DCF youth and shall have available up to 25 placements for DCF youth referrals at all times. It is anticipated that 250 cadets will graduate each year.

The Program consists of three phases: a two-week Pre-Challenge phase; a five-month Residential Challenge phase; and a one-year Post Residential phase. During the Pre-challenge phase, applicants are stressed mentally and physically, then evaluated to determine if they are prepared for acceptance into the next phase. During the five-month Residential phase, cadets will undergo a highly regimented, motivational period where core components of academic excellence (GED completion), community service, job skills, leadership, life-coping skills, physical fitness, and health education are embraced daily. The one-year Post Residential phase is a mentorship phase beginning immediately after graduation in each cadet’s home community.
This Agreement represents collaboration between the DCF and the DMA serving both agencies' objectives to serve the most vulnerable, improve their communities and promote public safety. All funds expended pursuant to this agreement will be in compliance with state and federal laws governing these funds. The specific terms and conditions of this agreement are as follows:

1. Effective Date

The terms of this Agreement shall begin on July 1, 2006 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on June 30, 2007. This Agreement may be renewed annually for a similar term, upon written approval of the parties. Prior to renewal of said Agreement, the parties will confer, regarding the projected number of participants, and any other issues related to this agreement.

2. Agreement Amount

This is an interagency funding agreement in which the DCF will make a payment of $250,000. The DCF will provide $250,000 to be utilized for the DMA Florida Youth Challenge Program. These funds will be utilized for salaries and operational costs associated with this program.

3. Method of Payment

The DCF agrees to transfer $250,000.00 to the DMA upon official request. This request will include the appropriate Florida Accounting Information Resource (FLAIR) account codes, contact names, telephone numbers and fax number of authorized staff with the DMA.

4. Reporting Requirements

The DMA will submit expenditure reports with documentation, as required, and in the format specified by the DCF on a monthly basis. The DCF must receive this report no later than 30 days following the close of each month. The Academy will provide required Data Collection Reports as specified by the DCF on each youth served that include: admission, drop out and discharge information; demographic information; restrictive procedure and intervention incident reports; employment, education, and GED data; pre and post test data for anger management and life skills training outcome measures. The Academy will also report recruitment presentation data and survey DCF community agencies about the youth served. The DMA will also provide an annual budget and an inventory of any equipment purchased with DCF funds.

Pursuant to Chapters 435, 984, and 985 of the Florida Statutes, all personnel, paid in part or whole with DCF funds, who have direct contact with youth, will undergo security background investigations and background screening as a condition of employment and continued employment through the DCF and the Department of Juvenile Justice.
5. Record Requirements

The DMA shall maintain and retain all records in support of reported expenditures and shall make such records available for public review or financial audits as may be requested. Records shall include books, records, documents and other evidence including, but not limited to vouchers, bills, invoices, requests for payment and other documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly document all program costs expended in the performance of this agreement.

The DMA shall maintain and retain all client and employee personnel records and any other documents pertinent to this Agreement. The Provider shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose prohibited by state or federal law or regulations. Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

All records shall be maintained for a minimum of six (6) years after termination of this agreement or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, investigation or audit by state or federal auditors, the State Comptroller, the office of The Inspector General (Section 20.0555, Florida Statutes), or other personnel authorized by the DCF upon request.

6. Certification of Proper Controls

The DMA shall certify that controls are in place to ensure such funds are expended in accordance with all applicable rules and regulations.

7. Audits

The DMA will, in consultation with the DCF, use all available means to recover any loss of funds due to improper disbursement including but not limited to fraud, embezzlement, or dishonesty on the part of any person representing or employed by the DMA or by reason of the intentional or negligent act of the DMA or its agents, representatives and/or employees. This will include, but not be limited to, the referral of any such matters to the proper law enforcement officials for prosecution of persons deemed culpable. The DMA will also, where feasible, require persons having access or control over such funds to be bonded in favor of the DCF. The DMA will regularly, in consultation with the DCF, conduct audits of the Program and all funds passing through the program. All audit results will be shared with the DCF. The DCF may also conduct such audits, as it deems advisable and prudent. The DMA will also cooperate with the DCF in any reasonable manner requested in the future to safeguard Program funds and ensure they are spent for the purpose intended.
8. Indemnification

The DMA shall assist in the investigation of injury or damages either for or against the DCF pertaining to the DCF's respective areas of responsibility or activities under this interagency funding agreement and shall contact the DCF regarding legal actions deemed appropriate to remedy such damage or claims.

The DMA is responsible for all personal injury and property damage attributable to negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

By executing this agreement, the Florida Department of Military Affairs certifies that expenditures made of funds transferred pursuant to this agreement are allowable.

IN WITNESS WHEREOF, the parties have caused their hand to be set to this agreement written by their respective authorized officials thereto.

PROVIDER:
DEPARTMENT OF MILITARY AFFAIRS

By: Jesse D. Kinghorn, Jr.
Title: Colonel, Florida Air National Guard
State Quartermaster
Date: 2 Aug 06

STATE OF FLORIDA:
DEPARTMENT OF CHILDREN
AND FAMILIES

By: Lucy D. Haas
Title: Secretary
Date: 8/3/06