

AGREEMENT
BETWEEN
ZERO HOUR LIFE CENTER, INC.
AND
THE FIFTH JUDICIAL CIRCUIT OF FLORIDA

THIS AGREEMENT is made between the Fifth Judicial Circuit (hereinafter “Circuit” or “Court” and Zero Hour Life Center, Inc. (hereinafter “Contractor”). This Agreement shall begin on **July 1, 2023**, or when signed by both parties whichever is later, and end on **June 30, 2026**. The Fifth Judicial Circuit reserves the right to exercise a renewal option up to three (3) consecutive years at its own discretion and only if all terms, conditions and fees remain the same as stated herein.

The parties agree that:

I. SCOPE OF SERVICES

A. Contractor shall provide recovery services for those individuals participating in and receiving services from any Citrus, Hernando, Lake, Marion, or Sumter County Problem Solving Court within the Fifth Judicial Circuit of Florida.

Total compensation rates and services will be as set forth in “FIFTH JUDICIAL CIRCUIT SUBSTANCE ABUSE TREATMENT PROVIDER REQUEST FOR INFORMATION (RFI)” (updated 4/25/2023) found attached hereto.

B. Contractor shall maintain all applicable licensing in order to provide each of the contracted services and provide copies of any licensure to the Fifth Judicial Circuit prior to executing any agreement with the Fifth Judicial Circuit.

C. Contractor shall provide a facility that allows for the performance of each of the contracted services.

D. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statute. The Fifth Judicial Circuit interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute.

II. INVOICE AND PAYMENT

A. If Contractor is providing on-going services, invoices must be submitted on a monthly basis using the Fifth Judicial Circuit Uniform Invoice form, incorporated as "Attachment INVOICE." These forms will be due to the Contract Manager, Roy L. Wolgamuth, Esq. at Court Administration, 550 W. Main St., Tavares, FL 32778 by the 10th of the month for services provided during the preceding month. Any required reports shall be accompanied by supporting documentation and will be maintained at the circuit. Payment for services pursuant to this Agreement will be made from public funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties.

1. Fifth Judicial Circuit will initiate payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre-and post-audit. The invoice must include the nature of the services performed, the identity of the person performing the services, and the amount of time expended in performing the service. Payment will be made pursuant to Section 215.422, Florida Statutes.

2. Contractor will not be compensated for travel expenses.

3. If the contractor does not submit to the Fifth Judicial Circuit required monthly invoices the Fifth Judicial Circuit may impose a penalty of \$50 for each work week the invoice is past the due date as set forth in paragraph A of this section.

III. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions:

A. For the duration of this Agreement, ZERO HOUR LIFE CENTER, INC. must not accept any other *Agreements* that would conflict with its obligations under this Agreement.

B. If, in the judgment of Fifth Judicial Circuit, ZERO HOUR LIFE CENTER, INC. for any reason fails to fulfill their obligations under this Agreement in a timely manner, or if ZERO HOUR LIFE CENTER, INC. violates any provision of this Agreement, the Fifth Judicial Circuit may terminate this Agreement on 15 days written notice by certified mail.

C. The Fifth Judicial Circuit Ocala may unilaterally terminate this agreement if ZERO HOUR LIFE CENTER, INC. refuses to allow public access to all documents, papers, letters or other material made or received from the Fifth Judicial Circuit in conjunction with this agreement, unless the Records are confidential and exempt under Article 1, Section 24(a) of the Constitution of the State of Florida, Section 119.07 (1), Florida Statutes, or Florida Rules of General Practice and Judicial Procedure 2.420.

D. The ZERO HOUR LIFE CENTER, INC. acknowledges and agrees that certain confidential information may be obtained or created through their work with the Fifth Judicial Circuit under this Agreement.

1. ZERO HOUR LIFE CENTER, INC. agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Fifth Judicial Circuit Ocala during the course of its performance under this Agreement.
 2. The ZERO HOUR LIFE CENTER, INC. agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2, (HIPPA) and Chapter 397 (Marchman Act).
 3. The ZERO HOUR LIFE CENTER, INC. agrees that they will input weekly treatment related information into the Florida Drug Court Case Management System. Any delay in updating this information my subject ZERO HOUR LIFE CENTER, INC. to penalties as set forth in Section II, Paragraph A.3. above.
- E. Fifth Judicial Circuit may reproduce any written materials generated by ZERO HOUR LIFE CENTER, INC.
- F. If ZERO HOUR LIFE CENTER, INC. services are not needed due to cancellation of the Program described in Paragraph A, the Fifth Judicial Circuit may terminate this Agreement with written notice of the date the Program was cancelled. Upon cancellation of any Program for which Contractor would provide services under this agreement, whether noticed under this paragraph or otherwise, the Court is without any obligation to pay Contractor for any services contemplated, ordered, anticipated, or otherwise known to Contractor, but not yet performed.
- G. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, ZERO HOUR LIFE CENTER, INC. will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.
- H. This Agreement is for professional services only. ZERO HOUR LIFE CENTER, INC. is not an agent or employee of the Fifth Judicial Circuit, the Florida Supreme Court, or the State Courts System.
- I. The Fifth Judicial Circuit Ocala performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature.
- J. Provider shall comply with all terms of the ITN proposal including, but not limited to:
- The Substance Abuse Treatment Provider shall allow usage of the fully executed service of terms and conditions of this, Substance Abuse Treatment & Drug Screening Services, ITN award to be also utilized by self-pay individuals that are participating in other Marion County Drug Court Programs.

- K. This agreement is bound by the General Contract Conditions of the Florida State Court System in effect on the date of the execution of this Agreement, which may be found at:

<https://www.flcourts.org/Administration-Funding/General-Contract-Conditions-for-Services-and-Commodities>.

- L. The terms and conditions described as General Contact Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions are in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

IV. FLORIDA SINGLE AUDIT REQUIREMENTS:

- A. The contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, Section 215.97, Florida Statutes, and applicable rules of the Department of Financial Affairs and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other important information pertaining to the Florida Single Audit Act can be found at <https://apps.fldfs.com/fsaa/>

1. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

2. ZERO HOUR LIFE CENTER, INC. may expend State Funds under this agreement only for allowable costs resulting from the obligations incurred during the term of the agreement.

3. Any balances of unobligated funds that have been advanced or paid to ZERO HOUR LIFE CENTER, INC., which is not authorized to be retained for direct program costs in a subsequent period must be refunded within thirty (30) business days to the Fifth Judicial Circuit.

4. Any funds paid in excess of the amount to which ZERO HOUR LIFE CENTER, INC. is entitled under the terms and conditions of this agreement must be refunded within thirty (30) business days to the Fifth Judicial Circuit.

B. ZERO HOUR LIFE CENTER, INC. must perform the services for which ZERO HOUR LIFE CENTER, INC. is retained to the best of their ability and at the direction and request of the Fifth Judicial Circuit.

C. ZERO HOUR LIFE CENTER, INC. will maintain a file (electronic or otherwise) available for inspection by the Fifth Judicial Circuit containing documentation of all costs associated with this Agreement. ZERO HOUR LIFE CENTER, INC. will maintain the file until otherwise notified by the Fifth Judicial Circuit, or for a period of five (5) years

following the conclusion of this Agreement, whichever occurs first.

D. This Agreement will begin on July 1, 2023, or the date of execution by both parties, whichever occurs later. These services are ongoing for the contract period or until funds are exhausted. In any event, the term of this Agreement will not extend beyond June 30, 2026.

E. The Contract Manager for this contract is Roy L. Wolgamuth, for the Fifth Judicial Circuit, 550 W. Main, Tavares, FL 32778.

V. E-VERIFY REQUIREMENT:

A. The Contractor shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the Contractor is providing services to the Court.

B. The Contractor shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract for which the Contractor is providing services to the Court.

C. Prior to allowing any subcontractor to provide any services contemplated under this Agreement, the Contractor shall provide to the Court's Contract Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

D. After the execution of the initial Agreement, the Contractor shall provide the Circuit with both the DHS E-Verify registration and corresponding affidavit for all subcontractors performing services under this Agreement, on an annual basis thereafter.

E. If the Contractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.

F. After the execution of the initial Agreement, the Contractor shall provide the Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Agreement, on an annual basis thereafter.

G. Violation of the provisions in this paragraph by the Contractor shall constitute grounds for immediate termination of the contract by Court pursuant to section 448.095(2)(c), Florida Statutes.

H. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor is liable for any additional costs incurred by the Court as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

VI. BACKGROUND CHECK/FINGERPRINTING:

A. For the purpose of conducting a fingerprint-based state and national criminal background check, Vendor agrees that it may be required, upon reasonable notice, to provide fingerprints for all employees, subcontractors, or employees of subcontractors who will provide services pursuant to this Agreement.

B. Vendor agrees that it may be required to provide fingerprints before providing any services pursuant to this Agreement.

C. The fingerprint based state and national criminal background check will be conducted in the manner as defined in Section 435.04, Florida Statutes, and will be provided by the Fifth Judicial Circuit at no cost to Vendor. Alternatively, Vendor may provide written certification to the Fifth Judicial Circuit, that Vendor, and any subcontractor associated with Vendor, has themselves conducted a background check in the manner as defined in Section 435.04, Florida Statutes.

D. Vendor agrees to notify the Fifth Judicial Circuit when any person subject to this section is no longer providing services pursuant to this Agreement. Further, Vendor agrees to provide a complete list of persons subject to this section on an annual basis beginning July 1, 2023 and every July 1st thereafter within the term of this Agreement.

F. Disqualifying Events: No person arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense found in Section 435.04 is disqualified from providing services pursuant to this Agreement.

I.

VII. SEVERABILITY

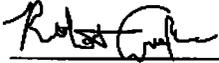
A. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

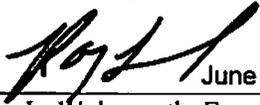
B. This Contract shall be construed under and be governed by the laws of the State of Florida. All services shall be provided pursuant to Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders and relevant case law.

This Professional Services Agreement constitutes the entire understanding of the parties. Any modifications to this Agreement must be in writing.

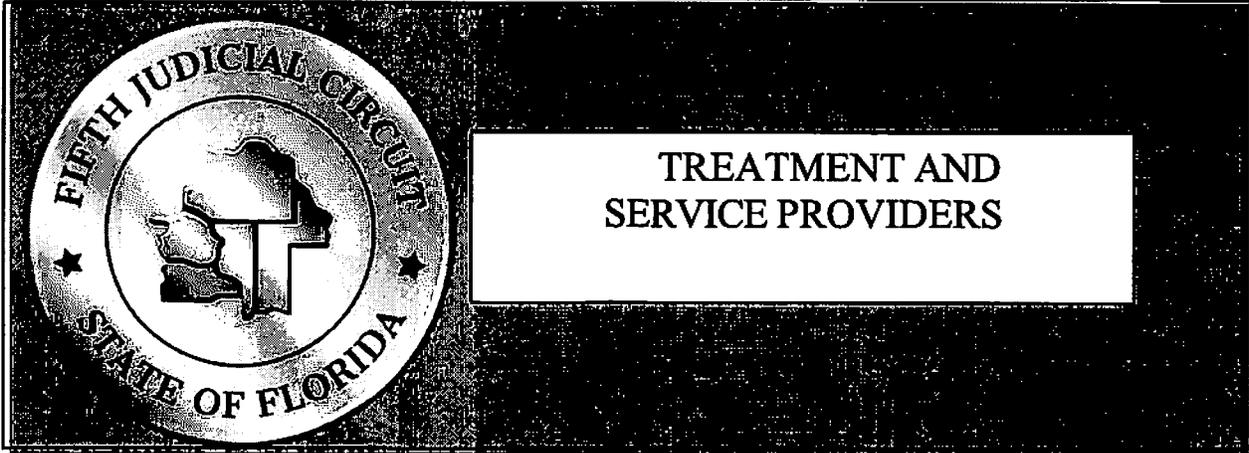
Having read this entire Agreement, the parties hereby agree to be bound by the provisions set forth herein.

By:  6-12-23
Daniel B. Merritt, Jr. Date
Chief Judge
Fifth Judicial Circuit

 06/03/2023
Robert Cooper, CEO Date
Zero Hour Life Center, Inc.
3391 E Silver Springs Blvd., Suite G
Ocala, FL 34470
Tax ID No.: F-824751578-001
352.765.4943
rcooper@zerohourlifecenter.org
mjensen@zerohourlifecenter.org

Reviewed for Legal Sufficiency
By:  June 12, 2023
Roy L. Wolgamuth, Esq. Date
General Counsel
Fifth Judicial Circuit

**FIFTH JUDICIAL CIRCUIT
TREATMENT AND SERVICE
PROVIDERS
REQUEST FOR INFORMATION (RFI)**



**REQUIREMENTS FOR APPOINTMENT AS A
TREATMENT/SERVICE PROVIDER:**

Qualifications:

Agencies: Must hold all applicable business licenses and employ licensed treatment providers.

Individuals: Must be in private practice, and licensed as a clinical social worker, a mental health counselor, or a psychologist, or submit qualifications equivalent to those listed. An individual must have professional liability insurance.

Use of evidence-based treatment and educational modalities. To be a qualified Treatment/Service Provider ("Provider") an Agency or Individual must use evidenced based treatments (or service) that are documented in-manuals/curriculum and have been demonstrated to improve outcomes for persons with substance use disorders/dependency. Provider must have a demonstrable history of successful outcomes with clients involved in the court system, including those with co-occurring disorders.

Provider must maintain continuing education credits that includes on-going training and quality control measures.

Provide drug and alcohol screens for participants, as clinically appropriate, to include confirmation of Liquid and/or Gas Chromatography.

The Provider is responsible for providing all equipment, office space, and supplies necessary to perform the services.

For specific requirements see Attachment “A”

Compensation:

Compensation for treatment or services is paid by the State of Florida at rates set by the Court. Rates of compensation are as set forth in Attachment “B”:

Registration:

Those who meet the above qualifications and wish to be appointed as a treatment or service provider in the Fifth Judicial Circuit must submit an application; and

Once approved for addition to the Fifth Judicial Circuit Treatment/Service Provider Directory, each Provider selected must enter into a contract with the Fifth Judicial Circuit.

See Attachment “C” for additional information.

Locations:

Providers may be required to provide services across the circuit. Locations include: The Citrus County Courthouse, Inverness; Hernando County Governmental Center, Brooksville; Lake County Courthouse, Tavares; Marion County Judicial Center, Ocala; Sumter County Courthouse, Bushnell, and such other facilities as required by the Court.

Rules:

Section 397.334, Florida Statutes, a treatment-based Drug Court Program; Section 948.16(1), Florida Statutes, Misdemeanor Pretrial Substance Abuse Education and Treatment Intervention Program (pretrial treatment-based drug court program); Section 948.20(1), Florida Statutes, Post-adjudicatory Treatment-based Drug Court Program; Section 394.47891, Florida Statutes, authorizing the establishment of a Military Veterans and Service Members Court Program; Problem Solving Courts; and Allowable Expenses for Problem Solving Courts, Attachment “D.”

**REFERENCE MATERIAL REGARDING SUBSTANCE ABUSE
TREATMENT SERVICES:**

Circuit-wide Administrative Orders:

Fifth Judicial Circuit Administrative Order A-2005-28-A Amended
Administrative Order Requiring Uniformity of Transference of Drug Court Cases
Within the Fifth Judicial Circuit

<http://www.circuit5.org/administrative-orders/a-2005-28-a/>

Fifth Judicial Circuit Administrative Order A-2013-17 Re: Drug Court – Felony
Substance Abuse Pre-trial Treatment Intervention Program

<http://www.circuit5.org/administrative-orders/a-2013-17/>

Fifth Judicial Circuit Administrative Order A-2013-20 Re: Drug Court –
Misdemeanor Substance Abuse Pre-trial Treatment Intervention Program

<http://www.circuit5.org/administrative-orders/a-2013-20/>

Fifth Judicial Circuit Administrative Order A-2023-05 Re:
Administrative Order Establishing the Fifth Judicial Circuit Specialty
Courts Advisory Committee

<https://www.circuit5.org/administrative-orders/a-2023-05/>

Citrus County Administrative Orders:

Fifth Judicial Circuit Administrative Order C-2008-05 Re: Administrative Order
Creating the Mental Health Court and the Mental Health Court Diversion
Program in Citrus County

<https://www.circuit5.org/administrative-orders/c-2008-05/>

Fifth Judicial Circuit Administrative Order C-2012-36 Administrative Order
Establishing Participation Fees in the Mental Health Court and the Mental
Health Court Diversion Program in Citrus County

<https://www.circuit5.org/administrative-orders/c-2012-36/>

Fifth Judicial Circuit Administrative Order C-2012-44 Administrative Order
Creating Dependency Drug Court

<http://www.circuit5.org/administrative-orders/c-2012-44/>

Fifth Judicial Circuit Administrative Order C-2017-07 Administrative Order Implementing Veterans' Treatment Court Division in Citrus County
<http://www.circuit5.org/administrative-orders/c-2017-07/>

Hernando County Administrative Orders:

Fifth Judicial Circuit Administrative Order H-2012-01 Administrative Order Creating Dependency Drug Court
<http://www.circuit5.org/administrative-orders/h-2012-01/>

Fifth Judicial Circuit Administrative Order H-2018-23 Administrative Order Regarding the Mental Health Court Division in Hernando County and Rescinding Administrative Order H-2015-55
<https://www.circuit5.org/administrative-orders/h-2018-23/>

Fifth Judicial Circuit Administrative Order H-2018-24 Administrative Order Regarding the Drug Court Division in Hernando County and Rescinding Administrative Order H-2010-45
<http://www.circuit5.org/administrative-orders/h-2018-24/>

Fifth Judicial Circuit Administrative Order H-2018-25 Administrative Order Regarding the Veterans' Treatment Court Division in Hernando County and Rescinding Administrative Order H-2016-20
<http://www.circuit5.org/administrative-orders/h-2018-25/>

Fifth Judicial Circuit Administrative Order H-2019-29-A Administrative Order Regarding the Establishment of a Felony Post-Adjudicatory Drug Court Expansion Program in and For Hernando County
<https://www.circuit5.org/administrative-orders/h-2019-29-a/>

Lake County Administrative Orders:

Fifth Judicial Circuit Administrative Order L-2016-55-A Administrative Order Implementing Veteran's Treatment Court Division in Lake County, Vacating Administrative Order L-2016-55
<http://www.circuit5.org/administrative-orders/l-2016-55-a/>

Marion County Administrative Orders:

Fifth Judicial Circuit Administrative Order M-2000-24 Administrative Order Creating DUI Court
<https://www.circuit5.org/administrative-orders/m-2000-24/>

Fifth Judicial Circuit Administrative Order M-2002-29 AO Creating Dependency Drug Court

<http://www.circuit5.org/administrative-orders/m-2002-29/>

Fifth Judicial Circuit Administrative Order M-2009-06 Administrative Order Creating the Marion County Mental Health Court and Rescinding Administrative Order M-2002-20

<https://www.circuit5.org/administrative-orders/m-2009-06/>

Fifth Judicial Circuit Administrative Order M-2009-26-A Amended AO Creating the Marion County Juvenile Drug Court Program in Marion County

<http://www.circuit5.org/administrative-orders/m-2009-26-a/>

Fifth Judicial Circuit Administrative Order M-2010-14-B Second Amended AO Establishing the Felony Post-Adjudicatory Drug Court Expansion Program in Marion County

<http://www.circuit5.org/administrative-orders/m-2010-14-b/>

Fifth Judicial Circuit Administrative Order M-2012-19 Administrative Order Implementing Veterans' Treatment Court Division in Marion County

<http://www.circuit5.org/administrative-orders/m-2012-19/>

Fifth Judicial Circuit Administrative Order M-2014-64 Administrative Order Establishing a Misdemeanor Drug Court Program for Marion County

<http://www.circuit5.org/administrative-orders/m-2014-64/>

Fifth Judicial Circuit Administrative Order M-2014-65 Administrative Order Establishing Fee Structure for Misdemeanor Drug Court Program

<http://www.circuit5.org/administrative-orders/m-2014-65/>

Fifth Judicial Circuit Administrative Order M-2017-15 Administrative Order Establishing the Felony Treatment-Based Drug Court Program in Marion County and Rescinding Administrative Order Number M-2012-34

<http://www.circuit5.org/administrative-orders/m-2017-15/>

Fifth Judicial Circuit Administrative Order M-2022-13 Administrative Order Establishing Pre-Trial treatment-Based Diversion Drug Court in Marion County and Appointing Judge to Preside Over the Marion County Pre-Trial Treatment-Based Diversion Drug Court Program and Vacating and Replacing Administrative Order M-2020-04

<https://www.circuit5.org/administrative-orders/m-2022-13/>

Sumter County Administrative Orders:

Fifth Judicial Circuit Administrative Order S-2016-31 Order of Appointment to Preside Over Veterans' Treatment Court

<https://www.circuit5.org/administrative-orders/s-2016-31/>

Fifth Judicial Circuit Administrative Order S-2016-36 Order of Appointment to Preside Over Veterans' Treatment Court

<http://www.circuit5.org/administrative-orders/s-2016-36/>

Fifth Judicial Circuit Administrative Order S-2016-37 Order of Appointment to Preside Over Drug Treatment Court

<http://www.circuit5.org/administrative-orders/s-2016-37/>

Fifth Judicial Circuit Administrative Order S-2016-38-A Amended AO Establishing a Misdemeanor and Felony Drug Court Program in Sumter County

<http://www.circuit5.org/administrative-orders/s-2016-38-a/>

Other resources:

Fifth Judicial Circuit Court Problem Solving Court Website:

<http://www.circuit5.org/programs-services/drug-court-programs/>

Florida Office of State Court Administrator:

<https://www.flcourts.gov/Resources-Services/Office-of-Problem-Solving-Courts>

ATTACHMENT "A"

SERVICE REQUIREMENTS:

- a. The **SELECTED PROVIDER** must provide an evidenced based initial needs assessment of potential participants prior to or at the time of entry into the problem-solving court program. Assist in discussions with the problem-solving court team on program and level of care appropriateness based on the participant's initial assessment.
- b. The **SELECTED PROVIDER** must provide treatment services to problem solving court participants in cases referred to the **SELECTED PROVIDER** by the court coordinator, unless (1) acceptance of a case would create a conflict of interest for the **SELECTED PROVIDER** or (2) provider does not offer that service or level of care. In the event the **SELECTED PROVIDER** determines he or she has a clear conflict of interest regarding any referred case, the **SELECTED PROVIDER** shall immediately advise the court coordinator. If a conflict of interest arises after the **SELECTED PROVIDER** has begun performance of services on a case, he or she shall be compensated for services performed, as appropriate. The **SELECTED PROVIDER** may decline any case for good cause with notice to the court coordinator. The **SELECTED PROVIDER** will provide evidence of appropriate referral and follow up to assure appropriate entry or acceptance to alternative services or treatment.
- c. The **SELECTED PROVIDER** must be willing to provide the treatment/services to self-pay participants in other Fifth Circuit Problem Solving Court Programs at the same financial rate (unless the provider's published rate is lower) as indicated in Appendix B.
- d. The **SELECTED PROVIDER** and all staff providing services must adhere to standards, procedures, and rules for qualifications, certification, regulation, professional conduct, ethics, discipline and training for treatment and services as established by the Florida Statutes, Florida Administrative Code, Florida Rules of Court, Department of Business, the National Association of Drug Court Professionals Adult Drug Court Best Practice Standards, and Professional Regulations or other regulatory body.
- e. Each participant shall receive substance use disorder treatment and services based on a standardized evidenced based assessment of their treatment needs by qualified staff. The treatment and services shall include evidenced based, and trauma informed behavioral or cognitive- behavioral treatments and services as provided for in subsection 65D-30.010(2) of the Florida Administration Code.

ATTACHMENT "A"

SELECTED PROVIDER shall be capable of providing or arranging a continuum of evidence-based interventions as found in treatment manuals. The list of needed evidence-based intervention services which shall be provided to the client will be identified in the individualized treatment plan and may include, but are not limited to, the following:

- i. Providing or recommending detoxification, and/or residential services.**
 - ii. Individual counseling.**
 - iii. Group counseling.**
 - iv. Intensive Outpatient Treatment**
 - v. Counseling with families; and**
 - vi. Clinical Case Management Services that is complimentary to therapeutic needs identified in the individualized treatment plan that, without which, progress towards treatment goals and objectives may be significantly hindered or impossible.**
 - vii. Evidenced based educational programs that are designed to reduce criminal thinking, encourage anger management, employment, and independent living. Additionally, the program services must include strategies for avoiding substance use or relapse, health problems related to substance use, encourage peer support or other 12 step programs that encourage prosocial sober community support and motivational enhancement and strategies for achieving a lifestyle of recovery.**
- f. Required Hours of Services. For outpatient treatment, each client must receive services each week in accordance with subsection 65D-30.010, Florida Administrative Code, clinical justification for all services must be documented in the client record.**
- g. No full-time counselor shall have a caseload that exceeds fifty (50) clients participating in individual counseling at a given time.**
- h. The SELECTED PROVIDER shall post their hours of operation and this information must be visible to the public. Treatment and/or drug screens will be made available outside of regular business hours for those participants who may be employed.**

ATTACHMENT "A"

- i. The **SELECTED PROVIDER** will maintain records of cases, input progress into the Florida Drug Court Case Management System (FDCCMS) hours and days for which treatment services are provided to Problem Solving Court Participants within 2 business day of the treatment, and report this (via invoice) information to the Court on a monthly basis.
- j. The **SELECTED PROVIDER** must have a specially appointed representative participate in staffing and court hearings to provide input on each participants treatment progress and provide input on addressing treatment needs.
- k. The **SELECTED PROVIDER** will be available to court staff as needed for case consultation and assistance in service development.
- l. The **SELECTED PROVIDER** will give testimony in court hearings related to a participants' involvement in the treatment program and as to any violations or noncompliance with treatment program rules and requirements if needed.
- m. The **SELECTED PROVIDER** will meet with the program participants referred to the provider within fourteen (14) days of the referral for initial assessment.
- n. The **SELECTED PROVIDER** must provide interventions for co-occurring disorders, or link to services for co-occurring disorders.
- o. The **SELECTED PROVIDER** must provide or arrange detoxification services and/or residential services as needed to meet the participant's assessed level of care and treatment needs.
- p. The **SELECTED PROVIDER** must provide culturally competent services and gender specific treatment.
- q. The **SELECTED PROVIDER** must provide on-going staff training and quality control measures.
- r. The **SELECTED PROVIDER** must attend problem solving court program meetings as set by the court.
- s. The problem-solving Court understands that there is no empirical

ATTACHMENT "A"

justification for excluding offenders with co-occurring mental health or medical problems from participation in the program; therefore, it is preferred that the SELECTED PROVIDER possess, at the time of contract commencement, the ability to administer Medically Assisted Treatment (MAT) or coordinate this treatment service via a qualified and credentialed entity.

- t. The problem-solving court understands that there exists no good cause for excluding persons possessing Limited English Proficiency (LEP) from individual or group counseling sessions; therefore, it is preferred that the SELECTED PROVIDER possess, at the time of contract commencement, the ability to provide enabling tools that would equip those in need for participation.

ATTACHMENT "B"

Deliverables: Professional Services	Fees
<p align="center">INITIAL CLINICAL ASSESSMENT or Peer Recovery Capital/Program Assessment</p>	
<p>Defined As: An in-depth (Bio-Psychosocial) assessment that provides detailed information on all the following components:</p> <ul style="list-style-type: none"> • Chief complaint -recipient's perception of problems, needs or prominent symptoms. • Personal history <ul style="list-style-type: none"> -Alcohol & other drug use (history, frequency, quantity) -Traumatic experiences -Legal involvement -Educational analysis -Resources and strengths • History of treatment (if applicable) including: <ul style="list-style-type: none"> -Mental health status exam -Desired services and goals from the recipient's viewpoint -Individualized Treatment recommendations or plan. <p>(Recovery Capital/Program Assessment is an in-depth holistic assessment that provides detailed information on all aspects of a participant's life including (but not limited to) their perception of problem, needs, symptoms, personal and treatment history and an individualized recovery treatment recommendations or plan).</p>	<p>\$30.00</p>
Deliverables: Professional Services	Fees
<p align="center">RESIDENTIAL SERVICES</p>	
<p>Defined As: Direct intervention for individuals with substance use or co-occurring mental and substance use disorders who need structured care. Treatment must occur in nonhospital, licensed residential facility. Safe housing and medical care in a 24-hour recovery environment with evidenced based services that promote recovery communities and aftercare step down options. Residential treatment providers must have continuous contact with the problem-solving court staff to update them on the client's progress or lack of progress in advance of significant action occurring like graduation from or any other kind of discharge from the program.</p>	<p>\$186.40 Per day</p>

ATTACHMENT "B"

INTENSIVE OUTPATIENT PROGRAM (IOP)	
Defined As: Intensive Outpatient Treatment (IOP for "Intensive Outpatient Program") is a primary treatment program recommended in some circumstances based on an evidenced based assessment where it is indicated that the participant needs a higher level of care than regular Outpatient Groups but is less restrictive than residential or inpatient detox. IOP sessions must be an evidenced based curriculum and are usually held at least 3 days a week for 2-3 hours a day. These groups should be small of no more than 10-12 persons per group. "Step – down/up" IOP may also be considered in this category.	\$30.00 Per Unit Hour
Deliverables: Professional Services	Fees
INDIVIDUAL TREATMENT	
Defined As: Individual therapy services include the provision of insight-oriented, cognitive behavioral, psycho-educational & evidence-based practices, methods & interventions, substance use or dependency counseling, and supportive therapy with the focus of reaching goals established within a treatment plan.	\$20.00 Per Unit Hour
Deliverables: Professional Services	Fees
CLINICAL/THERAPEUTICALLY NEEDED CASE MANAGEMENT SERVICES	
Defined As: Linking, advocating, and providing referrals to prosocial services that have been therapeutically identified as needed. This must be documented in the individualized treatment plan and progress notes as vital for the person's progress in the program and that without which progress towards treatment goals and objectives may be hindered.	\$20.00 Per Unit Hour
Deliverables: Professional Services	Fees
GROUP THERAPY	
Defined As: A group that includes the provision of evidence-based treatment curriculum addressing the individual's behavioral health needs. Allows for supportive therapy interventions to an individual in a group dynamic to provide affirmation, normalization and recognition of strength and character defects as it relates to substance use disorder or dependence.	\$20.00 Per Unit Hour
Deliverables: Professional Services	Fees

ATTACHMENT "B"

TIER ONE (1) DRUG SCREENING AND TESTING	Tier one (1) (oral or UA 7, 9, or 12 panel)
Defined As: Drug Screen and Testing is a service which includes administering the drug panel test on a program participant including outcome information confirmation for the court. This also includes gold standard confirmation of Liquid and/or Gas Chromatography when confirmation is needed.	\$15.00 Per Screen
Deliverables: Professional Services	Fees
TIER TWO (2) DRUG SCREENING AND TESTING	Tier 2 drug screen (oral or UA 7, 9, or 12 panel to include K2/Spice)
Defined As: Drug Screen and Testing is a service which includes administering the drug panel test on a program participant including outcome information confirmation for the court. This also includes gold standard confirmation of Liquid and/or Gas Chromatography when confirmation is needed.	\$40.00 Per Screen
Deliverables: Professional Services	Fees
TIER THREE (3) DRUG SCREENING AND TESTING	Tier 2 drug screen (oral or UA 7, 9, or 12 panel to include Kratom)
Defined As: Drug Screen and Testing is a service which includes administering the drug panel test on a program participant including outcome information confirmation for the court. This also includes gold standard confirmation of Liquid and/or Gas Chromatography when confirmation is needed.	\$70.00 Per Screen
Deliverables: Professional Services	Fees
SOBER LIVING HOUSING	
Provide a safe and supportive substance free living environment that requires random drug testing and proof of effort made by tenants toward long term recovery	\$15.00 per day
Deliverables: Professional Services	Fees
FULL INITIAL PSYCHIATRIC ASSESSMENT	
Initial Assessment by a qualified and licensed medical practitioner with documentation and findings supporting the need for medications or other medically appropriate treatment to include Medically Assisted Treatments (MAT).	\$300.00 per session

ATTACHMENT "B"

Deliverables: Professional Services	Fees
MAT &/or Medication Management (follow up sessions)	
An appointment with a qualified and licensed medical practitioner that includes a detailed review of medication, renewal justification &/or changes with supporting documentation including recommendations.	\$150.00 per session
Deliverables: Professional Services	Fees
RECOVERY HOUSING	
Provide a safe and supportive recovery driven living environment that requires random drug testing. In addition, each participant will be housed in a Private or Semi-private Room, with one individual treatment session monthly, peer support meetings, and weekly outings to encourage prosocial activities outside of substance use behaviors. Also included will be activities like weekly Practical Life Skills sessions or workbook submissions that address the following as needed: Physical, Mental, Career, Emotional Social, and Spiritual Intelligence as well as Life Skill Components which may include things like Money Management, Time Management, Personal Change, Self-Awareness, Resume Writing, Interviewing, getting involved with a Recovery Community and/or Nutrition/Cooking. This program also assists with assuring the participants are complying with other needed treatment and Peer support services. Additional treatment/clinical services that are not included in this description may be billed separately.	\$50.00 per day
Deliverables: Professional Services	Fees
Peer Recovery Coaching	
Provided by a certified recovery coach, includes one-on-one peer support using evidenced based practices, methods and interventions focused on helping the participant reach goals established within the recovery goal plan (i.e., Recovery Capital Assessment or clinical assessment)	\$20.00 Per unit hour
Deliverables: Professional Services	Fees
Recovery & Resilience Classes	
This includes pre-approved structured, time limited, evidence-based classes with established curriculums. These may include but are not limited to Life Skills, Career/GED and Thinking for Change (or other evidence based Criminal Thinking classes) etc. These evidence-based classes should come from recommendations from treatment provider or other established and approved assessment goals or objectives.	\$20.00 Per unit hour

ATTACHMENT "C"

NOTICE:

**IMPORTANT: TO BE INCLUDED ON THE FIFTH JUDICIAL
CIRCUIT SUBSTANCE ABUSE TREATMENT PROVIDER
DIRECTORY APPLICANTS MUST:**

- ✓ Submit a substance abuse treatment provider directory application.
- ✓ Submit proof of applicable licensure
- ✓ Register with the State of Florida as a vendor.
- ✓ Submit a signed professional services contract.

**FOR INCLUSION IN THE FIFTH JUDICIAL CIRCUIT SUBSTANCE
ABUSE TREATMENT PROVIDER DIRECTORY**

___ Complete and submit Application to be included in the Fifth Judicial Circuit Substance Abuse Treatment Program. The Application may be located at:

<http://www.circuit5.org/court-administration/court-contracted-services/>

___ Provide proof of licensure in required field.

Registry Application:

Please submit all completed Substance Abuse Treatment Provider Directory Applications and supporting documentation via email to:

ALINA STOOHOFF
Problem Solving Courts Manager
Court Operations Consultant
astoothoff@circuit5.org
(352) 401-7885.

ATTACHMENT "C"

FOR ALL STATE OF FLORIDA VENDORS

**TO REDUCE DELAYS OR POSSIBLE DENIAL OF PAYMENT FOR YOUR SERVICES, PLEASE REVIEW THE CHECKLIST BELOW BEFORE SUBMITTING YOUR CONTRACT:
HAVE YOU...**

- ___ verified all information on your contract is correct (name, geographic location, contact info)?

- ___ filled in any missing information on signature page, including Social Security Number or Employer Identification Number (EIN)? (NOTE: If your EIN is associated with a company or business, that name will also need to be included on your contract)

- ___ electronically filed a 'Substitute Form W-9' with the Florida Department of Financial Services (DFS)? If not, please immediately visit the DFS website to create a profile and upload the information for your 'Substitute Form W-9'. The DFS website is at: <https://flvendor.myfloridacfo.com> (NOTE: If you have any questions, please contact the Fiscal Office at 352-401-6779)

- ___ sent a hard copy of your 'Substitute Form W-9' to our Fiscal Office? If not, please mail a copy of this Form to: ATTN: Lake County Court Administration-Finance and Accounting Office, PO BOX 7800, Tavares, FL 32778.

- ___ registered as a vendor with the State of Florida? If not, you must register with My Florida Marketplace. The registration process to complete is at <https://vendor.myfloridamarketplace.com>.

New Vendor Registration
Complete:
Company Name Tax ID Type Tax ID
Re-enter Tax ID Select Register

- ___ double checked that your name, address, and Social Security Number or EIN reflected on your contract matches the information you provided electronically to DFS; by hard copy to the Fiscal Office; and vendor registration?

ATTACHMENT "C"

Contracts:

If you answered 'YES' to all of the above,
please mail the *signed original contract* to:

Court Administration,
Fifth Judicial Circuit
General Counsel's Office,
PO Box 7800, Tavares, FL 32778.

If you have any questions, contact:

ALINA STOOHOFF
Problem Solving Courts Manager
Court Operations Consultant
astoothoff@circuit5.org
(352) 401-7885.

ATTACHMENT "D"

FY 2022/23 PROBLEM-SOLVING COURT GUIDELINES

ALLOWABLE COSTS

Alternative sources of funding (e.g., Medicaid, private insurance, etc.) should be explored and, to the extent possible, utilized before these state funds are used for the purposes specified below.

1. **Treatment Services** – substance abuse and mental health treatment services based on assessed need, including validated assessments and evaluations, detoxification, outpatient treatment, residential treatment, medication-assisted treatment in combination with counseling and behavioral therapies, case management, recovery support/aftercare, and medication management. (Note: All services must be evidence-based. Costs for psychotropic medications for participants is not an allowable cost.)
2. **Drug Testing** – drug testing instruments, equipment, and lab costs, including Gas Chromatography/Mass Spectrometry (GC/MS) confirmations.
3. **Ancillary Services** – services that are reasonable and necessary for participants to meet their obligations of the problem-solving court that are based on an assessed need, including bus passes for transportation, transitional housing, employment assistance, education assistance, life-skills training, anger management, domestic violence intervention services, batterer's intervention services, DUI education courses, retreats for combat veterans (e.g., grief seminars), veterans' issues awareness training, mentor services, recovery support, and other services, as needed.
4. **Treatment Services, Drug Testing, Case Management, and Ancillary Services Expenses** – operational costs directly related to treatment, drug testing, case management, and ancillary support services that are reasonable and necessary such as rented office space for court case management and treatment staff, general office supplies, office equipment and furniture for case management and treatment staff (within reason and with pre approval and if clearly necessary to facilitate the service-delivery/programmatic activities), court case management and treatment staff training and education, printing and copier costs, shipping and handling fees, business cards, and instructional books/workbooks for participants for court program staff.

