

AGREEMENT

Between

THE FIFTH JUDICIAL CIRCUIT OF FLORIDA

and

SMA HEALTHCARE, INC.

THIS AGREEMENT is made between the **FIFTH JUDICIAL CIRCUIT OF FLORIDA** and **SMA HEALTHCARE, INC.** (hereinafter "Contractor"). This Agreement shall begin July 1, 2024, or upon the last date of execution by all parties whichever is later, and end on June 30, 2027 ("Current Term"). The parties agree to the following terms:

I. SCOPE OF SERVICES

- A.** Contactor shall provide Residential Treatment for those individuals participating in and receiving services from the Problem Solving Courts, in the Fifth Judicial Circuit of Florida.

Total compensation rates and services will be as set forth in attached "FIFTH JUDICIAL CIRCUIT SUBSTANCE ABUSE TREATMENT PROVIDER REQUEST FOR INFORMATION (RFI)."

- B.** Contactor shall maintain all applicable licensing to provide the contracted service and provide copies of any licensure to the Fifth Judicial Circuit of Florida prior to executing any agreement with the Fifth Judicial Circuit of Florida.
- C.** Contactor shall provide a facility that allows for the performance of the contracted service.
- D.** Contactor 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 of Florida's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute

II. INVOICE AND PAYMENT

- A.** The Fifth Judicial Circuit of Florida will pay Contactor in accordance with the provisions detailed in Section I immediately above, for service to Marion County Problem Solving Courts beginning upon execution of this contract.
- B.** If Contactor is providing on-going services, invoices must be submitted on a monthly basis using the Fifth Judicial Circuit of Florida's Uniform Invoice form, incorporated as "Attachment INVOICE." Completed invoice forms will be due to the Contract Manager,

Roy L. Wolgamuth, 110 NW First Avenue, Suite 577, Ocala, FL 34475, by the tenth (10th) day of the month for services provided during the preceding month.

- C. Any required reports shall be accompanied by supporting documentation and will be maintained at the Fifth Judicial Circuit of Florida.
- D. 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.
- E. The Fifth Judicial Circuit of Florida 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.
- F. Travel expenses are not contemplated, and Contactor will not be compensated for travel expenses.
- G. If the contractor does not submit to the Fifth Judicial Circuit of Florida the required monthly invoices, the Fifth Judicial Circuit of Florida may impose a penalty of fifty dollars (\$50) for each work week the invoice is overdue.
- H. The Contractor shall complete a weekly progress report for each Marion County Problem Solving Court participant it cares for under this Agreement. For the purposes of this Agreement the weekly report will begin on Monday and end on Sunday. Each report shall include: Date of Service, Service provided, Participant's progress and Participant's initials.
- I. Each report shall be submitted to the Marion County Problem Solving Court Case Manager no later than 5:00pm the Monday or first business day following the week the care was provided. If the Contractor fails to provide the required weekly progress report by the deadline, the Fifth Judicial Circuit of Florida may impose a penalty in the amount of fifty dollars (\$50.00) for each week the report is past due.

III. TERMS AND CONDITIONS

- A. For the duration of this Agreement, Contactor must not accept any other Agreements that would conflict with its obligations under this Agreement.
- B. If, in the judgment of Fifth Judicial Circuit of Florida, Contactor for any reason fails to fulfill their obligations under this Agreement, in a timely manner, or if Contactor violates any provision of this Agreement, the Fifth Judicial Circuit of Florida may terminate this Agreement on fifteen (15) days written notice by certified mail.
- C. The Fifth Judicial Circuit of Florida may unilaterally terminate this agreement if Contactor refuses to allow public access to all documents, papers, letters, or other material made or received from the Fifth Judicial Circuit of Florida in conjunction with this agreement,

unless the Records are exempt from Section 24 of Article 1 of the State of Florida Constitution, s. 119.07 (1) Florida Statute, or Florida Rule of Judicial Administration 2.420.

- D. Contactor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Fifth Judicial Circuit of Florida under this Agreement.
 - 1. Contactor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Fifth Judicial Circuit, Marion County, during its performance under this Agreement.
 - 2. Contactor 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 Florida Statutes (Marchman Act).
- E. The Fifth Judicial Circuit of Florida may reproduce any written material generated, as a result of any treatment or other service provided by Contactor.
- F. If Contactor services are not needed due to cancellation of the Marion County Problem Solving Court, the Fifth Judicial Circuit of Florida may terminate this Agreement, without any obligation to pay Contactor upon written notice.
- G. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, Contactor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and all other federal or state laws that prohibit discrimination based on race, color, national origin, religion, sex, age, marital status, or disability.
- H. This Agreement is for professional services only. Contactor is not an agent or employee of the Fifth Judicial Circuit of Florida, the Florida Supreme Court, or the State Courts System.
- I. The Fifth Judicial Circuit of Florida's 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 this Agreement including, but not limited to the following:
 - 1. 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>, or by going to www.flcourts.org and typing "General Contract Conditions for Services and Commodities" in the search bar.

2. These General Contract Conditions for Services as described in paragraph 1. Immediately above, are incorporated herein by reference 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. Contactor 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 Contactor that is not authorized to be retained for direct program costs in a subsequent period and must be refunded within thirty (30) business days to the Fifth Judicial Circuit of Florida.
 - 4. Any funds paid in excess of the amount to which Contactor is entitled under the terms and conditions of this agreement must be refunded within thirty (30) business days to the Fifth Judicial Circuit of Florida.
- B. Contactor must perform the services for which Contactor is retained to the best of its ability and at the direction and request of the Fifth Judicial Circuit of Florida.
- C. Contactor will maintain a file (electronic or otherwise) available for inspection by the Fifth Judicial Circuit of Florida containing documentation of all costs associated with this Agreement. Contactor will maintain the file until otherwise notified by the Fifth Judicial Circuit of Florida, or for a period of five (5) years following the conclusion of this Agreement, whichever occurs first.
- D. The Contract Manager for this contract is Roy L. Wolgamuth, 110 NW First Ave, Suite 577, Ocala, FL 34475.

V. E-VERIFY REQUIREMENT:

- A. The Contractor will be in full compliance with sections 448.09 and 448.095, Florida Statutes, regarding the use the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R s. 274a.

- B. Prior to the execution of this Agreement, the Contractor will provide proof of E-Verify registration or a completed State Courts System E-Verify Registration Waiver Affidavit. The Contractor\Recipient shall provide a completed State Courts System Subcontractor's Registration Affidavit or E-Verify Registration Waiver Affidavit and proof of registration for each subcontractor performing work under this contract.
- C. The Contractor shall also include the requirement to comply with these statutes in all subcontracts for work to be performed under this Agreement.
- D. Contractors are cautioned that violation of the provisions in these paragraphs by the Contractor or subcontractor may result in fines, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, placement on the State of Florida Suspended Vendors list and immediate termination of the Agreement by the Circuit\Court\OSCA pursuant to section 448.095(5)(c), Florida Statutes.
- E. Pursuant to section 448.095(5)(c)3, Florida Statutes, the Contractor is liable for any additional costs incurred by the Circuit as a result of the termination of this Agreement for a violation of the provisions contained in these paragraphs.

VI. FOREIGN COUNTRIES OF CONCERN:

- A. Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity.
- B. The Contractor will complete and submit with the Contract, an affidavit signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the Circuit is prohibited from contracting with pursuant to Section 287.138, Florida Statutes.
- C. Contractors are cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this Contract being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the affidavit or violating this statute.

VII. EMPLOYMENT OF ILLEGAL ALIENS

- A. Unauthorized aliens will not be employed or utilized by the Contractor in the performance of this Contract. The Circuit will consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a). Such

violation will be cause for unilateral cancellation of this Contract by the Circuit.

VIII. ENTIRETY OF AGREEMENT AND GOVERNING LAW: This Agreement includes the instant “Agreement for Treatment Services,” as well as the State Courts System “General Contract Conditions for Services,” and the “Florida State Courts System Fraud Policy,” which are incorporated by reference. Both of the aforementioned incorporated documents may be viewed on the Internet at <http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml>. The version of the “General Contract Conditions for Services,” incorporated into this Agreement, is the version of those conditions with an “effective date” that includes the date that this Agreement is signed by Contractor.

- A. If there is a conflict between the terms of this Agreement and any of the documents incorporated by reference, then the conflict will be resolved as follows: *the terms of this Agreement prevail over all other documents, and the remaining documents prevail in the order listed above.*
- B. This Agreement may only be changed by an agreement in writing that is signed by both parties. In the event legal action is commenced regarding this Contract, Contractor agrees that venue will lie in Marion County.

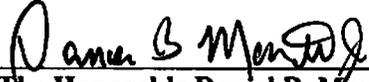
IX. CANCELTION OF AGREEMENT: The Court reserves the right to cancel this Contract without cause by giving 30 days prior notice to Contractor in writing of the intention to cancel, or with cause if at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract will be considered a material breach of contract and may be cause for the immediate termination of the Contract at the discretion of the Court. Contractor may cancel this Contract by giving 30 days written notice to the Court. In addition to all other legal remedies available, the Court reserves the right to cancel and obtain from another source, any service which has not been delivered within the period of time stated in the Contract or by court order, or if no such time is stated, within a reasonable period of time as determined by the Court.

X. TERM OF AGREEMENT: This Agreement is effective **July 1, 2024**, or when signed by both parties whichever is later, and will terminate on **June 30, 2027**, unless canceled or terminated as provided in the instant Agreement.

XI. SEVERABILITY: 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.

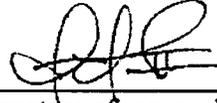
This Residential Treatment Services Agreement constitutes the entire understanding of the parties. Any modifications to this Agreement must be in writing.

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



The Honorable Daniel B. Merritt, Jr.
Chief Judge
Fifth Judicial Circuit

Date: 6-3-24



Signature of responsible party

IVAN COSIMI

Title: CEO
SMA Healthcare, Inc.

Date: 5/29/2024

FEIN: 59-0976866

Address: SMA Healthcare, Inc.
150 Magnolia Ave.
Daytona Beach, FL 32114
O (352) 291-5462

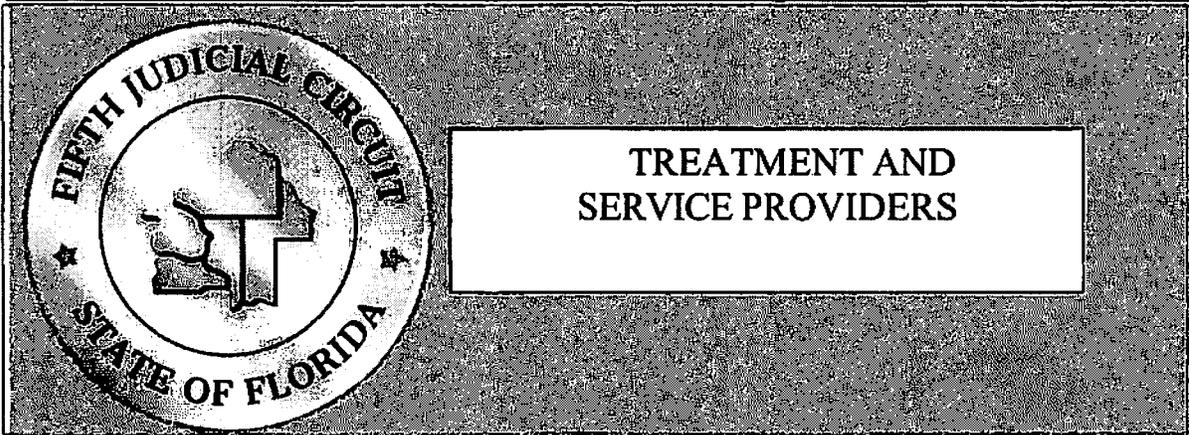
Approved as to Legal Form and Sufficiency:

BY: 

Roy L. Wolgamuth, Esq.
General Counsel
Fifth Judicial Circuit

Date: May 31, 2024

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



**FOR CONTRACTS BEGINNING JULY 1, 2024
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 (e.g. Mental Health Court, DUI Court, Juvenile Treatment Court etc.); and Allowable Expenses for Problem Solving Courts, Attachment "D."

REFERENCE MATERIAL REGARDING 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 (AllRise) Adult Drug Court Best Practice Standards, and Professional Regulations or other regulatory body.
- e. Each participant shall receive behavioral health 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 participant 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 relapse, health problems, encourage peer support or other 12 step programs that encourage prosocial recovery community support and motivational enhancement and strategies for achieving a lifestyle of recovery.
- f. **Required Hours of Services.** For outpatient treatment, each participant 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 trauma informed 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 SELECTED PROVIDER, after the participant is established in treatment, will assess their needs and make every effort to incorporate services and treatment for the family and positive support system when possible and as soon as all parties agree.

- t. The problem-solving Court understands that there is no empirical 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 possesses, 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.

- u. 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.

EXHIBIT "B"

Deliverables: Professional Services	Fees
INITIAL CLINICAL ASSESSMENT or Peer Recovery Capital/Program Assessment	
<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 & history of treatment: <ul style="list-style-type: none"> -Alcohol & other drug use (history, frequency, quantity) -Traumatic experiences -Legal involvement -Educational analysis -Resources and strengths -Mental status exam <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>	\$45.00 per assessment
Deliverables: Professional Services	Fees
INITIAL TREATMENT PLAN (ITP) DEVELOPMENT	
<p>An Individualized Patient Centered Treatment Plan will be developed one time per year and will be based on information in the initial assessment with well-defined problem statements. Creating goals, defining objectives to reach those goals, and providing interventions must be included and documented. Portions directly effecting the participants progress in Problem Solving Courts will be shared with the program coordinator in writing or in the Florida Drug Court Case Management System (FDCCMS). Any treatment plan updates will be billed under Individual Treatment Session listed below.</p>	\$60.00 Per Treatment Plan
Deliverables: Professional Services	Fees
RESIDENTIAL SERVICES	
<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 (level 2) 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>	\$186.40 Per day

EXHIBIT "B"

Deliverables: Professional Services	Fees
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 & FAMILY THERAPY TREATMENT SESSION	
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. Treatment plan updates or changes from reviews may also occur as part of the Individual session.	\$60.00 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.	\$6.00 per quarter 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.	\$25.00 Per Unit Hour

EXHIBIT "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.	\$20.00 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

EXHIBIT "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 Problem Solving Court Programs. 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 Treatment and Service 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"

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. Please see the attached chart for additional details on allowable and unallowable costs.

1. **Treatment Services** – substance use, 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. **Case Management** – OPS court case management staff and case management system costs for the purposes of case monitoring, tracking and coordination (including program data collection and reporting for program monitoring and evaluation).
4. **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 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'.

