



**Sowka Psychotherapy
& Consultation, LLC**

Melinda M. Sowka, LMHC, MCAP, IRT
321 W. Alfred Street
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July 14th, 2025

Attn: Alina Stoothoff, Contracting Services
Provider: Sowka Psychotherapy & Consultation, LLC
Provide Type: Behavioral/Mental Health
EIN: 883095823
Type I NPI: 1073122255
Type II NPI: 1871226068

Fifth Circuit Court Administration:

My name is Melinda Sowka and I am owner and authorized agent for Sowka Psychotherapy & Consultation, LLC. We are very excited to be contracting with the Fifth Judicial Circuit in Lake County to provide therapeutic services to participants in the helping court programs!

I have enclosed the completed, signed contract for your review.

Please contact me directly for any questions or concerns. My contact information is listed above for your convenience.

Thank you for your time and have a blessed day!

Warm Regards,

Melinda M. Sowka
LMHC, MCAP

Ms/ms

**STATE COURTS SYSTEM
STANDARD CONTRACT FOR SERVICES**

THIS CONTRACT is entered into between the **FIFTH JUDICIAL CIRCUIT** hereinafter referred to as the "Circuit," and **SOWKA PSYCHOTHERAPY AND CONSULTATION, LLC**, hereinafter referred to as the "Contractor," and collectively referred to as the "Parties", to provide the professional services enumerated in the scope of work found in Attachment A to this Contract.

I. THE CONTRACT

The Contractor Agrees:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Contract.
2. This Contract and its Attachments, and any Exhibits referenced in said Attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract and its Attachments shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event any term of this Contract is in conflict with any Attachment, the order of precedence shall be the Contract first and then the Attachments and Exhibits to this contract, which are incorporated by reference, as indicated with a checked box 1, in the order shown below:
 - 2.1. Attachment A - Scope of Work/Additional Terms and Conditions
 - 2.2. Attachment B - Contract Value Statement, Budget, and Payment Schedule
 - 2.3. Attachment C – Standard Invoice Sample
 - 2.4. Attachment D – Independent Contractor Certification
 - 2.5. Attachment E – Contractor E-Verify Proof of Registration or Registration Waiver Certification
 - 2.6. Attachment F – Subcontractor E-Verify Affidavit and Proof of Registration (if applicable)
 - 2.7. Attachment G – Contractor’s Statutory Compliance Affidavit (Anti-Human Trafficking, Forced Labor, and Foreign Countries of Concern)

B. Governing Law and Venue

That this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. The venue shall be Citrus, Hernando, Lake, Marion, or Sumter County, Florida.

C. Effective, Ending Dates and Renewal

This Contract shall commence on July 1, 2025, or the date it is signed by all parties, whichever is later, and shall end at midnight, Eastern time, on June 30, 2028, subject to the survival of terms provisions in Part I, section F of this Contract. This Contract may be renewed for a period of up to three (3) years at the discretion of the Circuit and the mutual agreement of the Parties.

D. Renegotiations and Modifications

1. That modifications of the provisions of this Contract will be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes and changes in the rate of payment when these have been established through administrative order, statute changes, or the annual appropriations process and subsequently identified in the Circuit's operating budget.
3. That the parties agree to renegotiate this Contract if revisions of any applicable law, rule, regulation, or court order make changes in this Contract necessary. The Contractor agrees to be bound by such changes from the effective date of the change.

E. Termination

1. This Contract may be terminated by either Party without cause upon no less than thirty (30) calendar days' notice in writing to the Contractor unless a sooner time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Circuit may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Circuit shall be the final authority as to the availability and adequacy of funds.
3. In the event the Contractor fails to fully comply with the terms and conditions of this Contract, the Circuit may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Contractor's failure to fully cure such noncompliance within the time specified in the written notice of noncompliance issued by the Circuit specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Circuit's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Circuit's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Circuit's right to remedies at law or in equity.
4. The following shall be sufficient cause for termination upon no less than twenty-four (24) hours' notice in writing to the Contractor. To be terminated under this provision, the Contractor must have:
 - 4.1 Committed a violation of or non-compliance with Chapter 435, Florida Statutes.
 - 4.2 Committed a violation of or non-compliance with section 448.09, Florida Statutes.
 - 4.3 Committed a violation of or non-compliance with section 448.095, Florida Statutes.
 - 4.4 Been declared a business entity ineligible to contract with the State of Florida

pursuant to Section 287.138, Florida Statutes.

- 4.5 Been declared a Convicted Vendor pursuant to Section 287.133, Florida Statutes.
 - 4.6 Been declared a Suspended Vendor pursuant to Section 287.1351, Florida Statutes.
 - 4.7 Engage in forced labor practices as defined by Section 287.1346, Florida Statutes.
 - 4.8 Engage in human trafficking practices as defined by Section 787.06, Florida Statutes.
 - 4.9 Previously failed to satisfactorily perform in a contract or agreement with any division of the State Courts System, been notified of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance; or
 - 4.10 Had a contract or agreement terminated for cause by any division of the State Courts System.
5. In the event of termination under sections E(1) or E(2), the Contractor will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

F. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning information and records and indemnification obligations of this Contract and remedies available to the Circuit survive the ending date or an earlier termination of this Contract. The Contractor's performance pursuant to such surviving provisions shall be without further payment.

G. Severability of Terms

If any term or provision of this Contract is determined to be void, unlawful, or unenforceable by a court of competent jurisdiction, such provision will be modified, or rewritten to construe as nearly as possible to reflect the original intent of the parties, or such provision shall be stricken, and the remainder of the Contract shall remain in full force and effect.

H. Assignment and Subcontracting

1. To neither assign the responsibility for this Contract to another party without prior written approval of the Circuit's Contract Manager which shall not be unreasonably withheld, provided. However, Contractor, without the consent of the Circuit, may assign this Contract to an affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the Circuit are not increased by such assignment and the rights and remedies available to the Circuit are not adversely affected by such assignment. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this Contract whether actually furnished by the Contractor. Any agreements or contracts shall be evidenced by a written document.
3. That the Circuit shall, at all times, be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental entity in the State of Florida, upon giving prior written notice to the Contractor. In the event the Circuit approves transfer of the Contractor's obligations in an assignment of all or substantially all of Contractor's assets, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract up until the date of assignment. This Contract shall remain binding upon the successors in interest of either the Contractor or the Circuit.

4. **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.

II. DATA, INFORMATION AND, RECORDS REQUIREMENTS

A. Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all work provided to the Circuit under this Contract in accordance with Rules 2.430 and 2.440, *Florida Rules of General Practice and Judicial Administration*.
2. To retain, at no additional cost to the Circuit, all Software and Service records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Circuit's Contract Manager.
3. The Circuit may require the Contractor, at no additional cost to the Circuit, to facilitate the duplication and transfer of any or all of the records or documents associated with this Contract in an electronic format during the required retention period. The Contractor will have thirty (30) calendar days, or the period specified in any audit or investigation demand by the Auditor General, Chief Financial Officer, or Inspector General, to deliver the records or documents. If hard copies are required for any record, the Circuit will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

B. Public Records

1. The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in *Rule 2.420, Rules of General Practice and Judicial Administration* and the DFS Reference Guide to State Expenditures made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of this Contract for which the Circuit may unilaterally terminate the Contract.
2. As required by *Rules 2.420, 2.430, and 2.440, Rules of General Practice and Judicial Administration*, to the extent that the Contractor is acting on behalf of the Circuit, the Contractor shall:
 - 2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Circuit in order to perform the service.
 - 2.2 Upon request from the Circuit, provide to the Circuit a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - 2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Contractor term and following completion of the Contract if the Contractor does not transfer the records to the Circuit.

2.4 Upon completion of the Contract, transfer, at no cost, to the Circuit all public records in possession of the Contractor or keep and maintain public records required by the Circuit to perform the service. If the Contractor transfers all public records to the Circuit upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Circuit, upon request from the Circuit's custodian of public records, in a format that is compatible with the information technology systems of the Circuit.

3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF RULES 2.420, 2.430 AND 2.440, RULES OF GENERAL PRACTICE AND JUDICIAL ADMINISTRATION TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CIRCUIT'S CONTRACT MANAGER.

C. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state, and federal resource information systems information systems of other agencies, and from any other person regarding a client and client's family members regardless of where the information is maintained. The Contractor acknowledges that the following managerial, operational, and technical security controls are in place before and during Contractor or subcontractor staff access to confidential information:

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. **IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED.** Any questions should be directed to the Court's Contract Manager.
2. All Contractor staff must review and acknowledge their understanding of the Court's policies and procedures related to safeguarding and disclosure of confidential information. Review and acknowledgement include the requirements for protecting state and federal confidential information, information resources, and the civil penalties and criminal sanctions for misuse and unauthorized disclosure.
3. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors, and any other person who performs work under this Contract or subcontracts.

D. Personally Identifiable Information (PII)

Except as provided in this Contract, the Contractor shall not use or disclose, but shall protect and maintain the confidentiality of any PII made confidential by Florida law, or Federal laws or regulations that is obtained, or accessed by the Contractor or its subcontractor's incidental to performance under this Contract.

1. State laws providing for the confidentiality of PII, and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412,

394.4615, 394.47891, 394.47892, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 501.171, 741.3165 and 916.107, Florida Statutes.

2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. section 2020(e)(8), 42 U.S.C. section 602 and 2 CFR section 200.303 and 2 CFR section 200.337, 7 CFR section 272.1(c), 42 CFR sections 2.1-2.3, 42 CFR sections 431.300-306, 45 CFR section 205.

E. Health Insurance Portability and Accountability Act (HIPAA)

To be in compliance with 45 CFR section 164.504(e) governing the safeguarding, use, and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this Contract.

F. Confidentiality Breach Reporting and Notification Responsibility

That the Contractor is subject to the provisions of section 501.171, Florida Statutes, which requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000.00 for failure to report timely.

G. Audits, Inspections, Investigations and Monitoring

All audits, inspections, investigations, and monitoring pursuant to this Contract shall be subject to applicable laws to which the parties are subject, including without limitation statutes and regulations governing Florida's Auditor General, Chief Financial Officer, Inspector General, and the Supreme Court Inspector General's access to vendor sites and records:

1. To allow public access to all documents, papers, letters, or other public records related to the work performed under this Contract as defined in Rule 2.440, *Florida Rules of General Practice and Judicial Administration*, made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that where required by Florida law, the Contractor's failure to comply with this provision and failure to remedy within three (3) business days of written notice shall require the Circuit to immediately and unilaterally terminate the Contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Circuit.
3. To permit persons duly authorized by the Circuit to inspect and copy any financial books and records of the Contractor which are relevant to this Contract; and, where required by law, to interview any employees or subcontractors of the Contractor to assure the Circuit that the terms, conditions, and minimum performance levels of this Contract have been met. Following such review, the Circuit will deliver to the Contractor a written report of its findings and a request for the Contractor to submit a corrective action plan in accordance with Part III, section C of this Contract.
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts where the subcontractor is performing professional Services on-site for Circuit and assignments of all or substantially all of Contractor's assets directly pertaining to Contractor's provision of services.

H. Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning information and records obligations of this Contract and remedies available to the Circuit survive the ending date or an earlier termination of this Contract. The Contractor's performance pursuant to such surviving provisions shall be without further payment.

III. GENERAL TERMS AND CONDITIONS

The Contractor Agrees:

A. Independent Capacity of the Contractor

1. To act in the capacity of an independent Contractor and not as an officer, employee of the Circuit. Neither the Contractor nor its agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the Circuit to any Contract unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits, or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Circuit.
4. That the Circuit will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Circuit in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

B. Vendor Registration

To complete the following registrations prior to being eligible for payment under the terms and conditions of this Contract:

1. Florida Department of State, Division of Corporations: If the Contractor is doing business in any other capacity than a "sole proprietor", the Contractor must comply with the registration requirements of Title XXXVI, Florida Statutes, entitled the "Florida Business Corporations Act" and section 865.09, Florida Statutes, entitled the "Fictitious Names Act". The registered name be an exact match to the Contractor's name as it appears on the Contract.
<http://dos.myflorida.com/sunbiz/>
2. Florida Department of Financial Services (DFS): All Contractors must submit an IRS Form W9 or Substitute W9 using the name exactly as it appears on the Contract.
<https://fivendor.myfloridacfo.com/>

3. Department of Management Services (DMS), Vendor Portal: Complete a registration on the "MyFloridaMarketplace" system as a vendor.
<https://vendor.myfloridamarketplace.com/>

The Contractor is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues with payment processing. Failure to maintain any of these registrations will result in the Contractor's Vendor status to become "inactive". The Circuit will not be able to process payments to the Contractor until the status becomes active again. The Circuit will not be liable for any interest or other consequences for payments not made due to an "inactive" vendor status.

C. E-Verify and Unauthorized Allens

Pursuant to sections 448.09 and 448.095, Florida Statutes, the Contractor and its subcontractors must:

1. Enroll in and 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 Contract within three (3) business days of the commencement of employment of an employee for wages or other remuneration as required under 8 C.F.R. section 274a and by section 448.095, Florida Statutes, and retain a copy of documentation provided by an employee and any official verification results, if applicable, for a period of three (3) years after the expiration of this Contract.
2. If the Contractor is unable to register to utilize DHS's E-Verify system because they are a sole proprietor or business entity with no employees, the Contractor must complete a registration waiver certification (Attachment E) certifying the reason for non-registration, which must be submitted for approval along with the required signed Contract documents.
3. Confirm that all subcontractors with twenty-five (25) or more employees were registered with and have been utilizing the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor since July 1, 2023, as described in number 1 above. Subcontractors who were non-compliant with the statutory requirement for at least the six (6) months period prior to the anticipated effective date of the subcontract are not eligible to provide services under this Contract.
4. Prior to allowing any subcontractor to provide any services contemplated under this Contract, the Contractor shall provide the Circuit's Contract Manager a completed Subcontractor E-Verify Affidavit (Attachment F) and proof of registration to use the E-Verify system, if applicable.
5. Beginning July 1, 2024, the Contractor and all subcontractors providing services under this Contract must certify on their first payroll tax return submitted to the State of Florida each calendar year that it is in compliance with this section.
6. Violation of the provisions in this section by the Contractor or a subcontractor may result in the penalties prescribed by section 448.09, Florida Statutes, being applied to the Contractor and the subcontractor and will constitute grounds for immediate termination of the Contract by the Circuit.
7. 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 the Contract for a violation of the provisions contained in these paragraphs.

D. Contracting with Entities of a Foreign Country of Concern

1. Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities owned by a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes; where a foreign country of concern possesses a controlling interest in the entity; or with entities organized under the laws of, or with its principal place of business in, a foreign country of concern.
2. Will complete and submit with the signed Contract an affidavit (Attachment G) signed by an officer or authorized representative of the Contractor under penalty of perjury that the Contractor's company is not an entity the Circuit is prohibited from contracting with pursuant to section 287.138, Florida Statutes.
3. The Contractor is cautioned that, in addition to the criminal penalties for perjury, falsifying the affidavit required by this Contract (Attachment G) or violating section 287.138, Florida Statutes, may result in 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.

E. Contracting with Entities Engaged in Forced Labor or Human Trafficking

1. Pursuant to sections 287.1346 and 787.06, Florida Statutes, governmental entities of the State of Florida are prohibited from accepting a bid, proposal or reply to any solicitation, entering into contracts with, or transacting business with entities that engage in forced labor, as defined by section 287.1346, Florida Statutes, and/or human trafficking, as defined in section 787.06, Florida Statutes.
2. The Contractor will complete and submit with the Contract, an affidavit (Attachment G) 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 sections 287.1346 and 787.06, Florida Statutes.
3. 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, and placement on the State of Florida Forced Labor Vendors list may be imposed upon any contractor falsifying the affidavit or violating this statute.

F. Indemnification and Liability

1. To be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the State Courts System, the OSCA, the Circuit, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the State Courts System, the OSCA, or the Circuit.
2. To be fully liable for the actions of its agents, employees, partners, and subcontractors and shall indemnify, defend, and hold harmless the State of Florida, the State Courts System, the OSCA, the Circuit, and their officers, agents, and employees from all claims, suits,

judgments, or damages, including attorneys' fees and costs, arising out of, in whole or in part, any act, actions, neglect, or omissions by its officers, agents, employees, partners, or subcontractors, including claims made by the Internal Revenue Service, the United States Department of Labor, or any person providing services under this Contract arising out of any misrepresentation by the Contractor as to the Contractor's status as an independent contractor during the performance or operation of this Contract.

3. To indemnify the State of Florida, the State Courts System, the OSCA, and their officers, agents, and employees from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising from or related to the Contractor's claim that a record contains confidential information that is exempt from disclosure; or arising from or related to the scope of the Contractor's redaction of the record, as provided for in Part III, section A of this Contract, including litigation initiated by the Circuit.
4. That the Contractor's inability to evaluate liabilities or its evaluation of liabilities shall not excuse its duty to defend and indemnify the Circuit upon proper notice. Only an adjudication or judgment after the highest appeal is exhausted where such adjudication or judgment finds the Circuit negligent shall excuse that party of performance under this provision.
5. That for all claims by the Circuit against the Contractor, the Contractor's liability for direct damages will be the greater of \$100,000.00 or the total of the funds paid to the Contractor for administrative services in the previous SFY. This limitation of liability does not apply to claims arising under the indemnification paragraph above.
6. That no party will be liable to the other for lost profits, lost revenues, or lost institutional operating savings.
7. That nothing herein shall be construed as waiving the sovereign immunity of the State of Florida.

G. Attorneys' Fees

That in the event litigation relating to this Contract is filed by either party, each will bear its own fees and costs, including attorneys' fees, resulting from litigation.

H. Notice

That any notice, that is required under this contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Circuit to the representative of the Contractor responsible for the Contractor's performance under this Contract, at the designated address indicated in Part III, section I(1) and by the Contractor, to the Circuit's Contract Manager indicated in Part III, section I(3).

I. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Contractor's name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

Sowka Psychotherapy and Consultation, LLC
 321 W. Alfred Street
 Tavares, FL 32778
 352-577-9455
 sowkapsychotherapy@gmail.com

2. The name of the Contractor's contact person and street address where performance, financial and administrative records are maintained is:

Melinda M. Sowka
Sowka Psychotherapy and Consultation, LLC
321 W. Alfred Street
Tavares, FL 32778
352-577-9455
sowkapsychotherapy@gmail.com

3. The name, address, and telephone number of the Contract Manager for the Circuit for this Contract is:

Debbie Clark
Director of Case Management
110 NW 1st Avenue
Ocala, FL 34475
352-401-7828
PSCInvoices@circuit5.org

4. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party. Notification may be sent via U.S. Postal Service, any expedited delivery service, or via email.

J. Insurance

To accept full responsibility for providing worker's compensation insurance in accordance with chapter 440, Florida Statutes, and identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

K. Compliance with Statutes, Laws, Regulations, and Rules

1. In performing its obligations under this Contract, the Contractor shall without exception be aware of and comply with all State and Federal laws, rules, and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement, or compliance agreement involving the Circuit which by its nature affects the services provided under this Contract.
2. That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992 to the extent to which it is subject. The Contractor shall not discriminate against any employee in the performance of this Contract, or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex, or genetic information. The Contractor further assures that all subcontractors, or others with whom it arranges to provide services or employees in connection with any of its services and activities, are not discriminating

against those persons because of age, race, religion, color, disability, national origin, marital status, sex, or genetic information.

L. Criminal History Records Screening

Unless otherwise specified in Attachment A to this Contract:

1. The State Courts System requires criminal history records screening on any Contractor staff, employees or subcontractor staff that have access to PII, PHI, confidential data and information, or facilities where such data or information is present. Criminal history records screening meeting the "Level 2" standards set forth in section 435.04, Florida Statutes, must be completed within thirty (30) calendar days after the start of employment for all Contractor staff, employees or subcontractor staff who will work directly with or have possession of the information or access to systems and facilities where such information is stored during the course of performing their duties under this Contract.
2. Criminal history records screening meeting the "Level 1" standards set forth in section 435.03, Florida Statutes, must be completed within thirty (30) calendar days after the start of employment for all Contractor staff, employees or subcontractor staff who do not perform functions where information listed above but may be heard or viewed during the course of performing their duties, unless waived by the Circuit in Attachment A.
3. Update each criminal history records screening every five (5) years from the prior criminal history records check as long as the Contract is in force.
4. Criminal history records screening that reveals evidence of a crime will be vetted by Contractor's human resources office. If the Contractor intends to retain the employee, the information must be provided to the Circuit's Contract Manager, who will determine if the crimes are acceptable or unacceptable to the Circuit and whether to remove the employee from the work being performed under this Contract.
5. Contractors, Contractor's staff, employees, or subcontractor staff who have unescorted access to physically secured locations or controlled areas during times of processing Criminal Justice Information (CJI), must meet the requirements of 5 CFR 731.106 and section 5.12.1 of the U.S. Department of Justice, Criminal Justice Information Services (CJIS) Security Policy prior to the access being provided.

M. Publicity

The Contractor will not use the State of Florida's, the State Court System's, or the Circuit's name or seal in advertising, publicity, or any other promotional endeavor without prior written consent from the Circuit's Contract Manager in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the Circuit or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

N. Patents, Copyrights, Royalties and Rights to Products

1. The State of Florida will have a non-exclusive, perpetual right to use all documents, pictorial reproductions, drawings, or other graphic representations and works of any similar nature produced under this Contract for its data retention and training purposes in accordance with the license granted by Contractor.

2. If the Contractor intends to make use of any third party's intellectual property, the Contractor shall obtain the appropriate rights or licenses to use such material and upon request will provide proof of such rights or licenses to the State of Florida.

O. Return of Funds

To return to the Circuit any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Circuit. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment within thirty (30) business days of discovery. In the event that the Circuit first discovers an overpayment has been made, the Contract Manager, on behalf of the Circuit, will notify the Contractor by letter of such findings. Should repayment not be made within forty-five (45) calendar days of the notification by the Circuit, the Contractor will be charged at the lawful rate of interest on the outstanding balance after the Circuit's notification or Contractor discovery.

P. Final Invoice Process

To submit the final invoice for each State Fiscal Year (SFY) (July 1 of each year to June 30 of the following year) for payment to the Circuit by the last business day in July after the end of the SFY or within thirty (30) calendar days after the Contract expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Circuit will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables, and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Circuit.

Q. Purchases by Other Agencies

Other governmental entities within or outside of the State of Florida may use this Contract as an Alternate Source Contract (ASC) if requested. The Contractor may, at its discretion, sell these commodities or services to those entities and state agencies, upon the same terms and conditions contained herein, by executing an ASC, Attachment I to this Contract. The Circuit will not be a party to this ASC.

II. THE CIRCUIT AGREES:

A. Contract Amount

To pay for commodities and services according to the terms and conditions of this Contract in an accordance with the Contract Value Statement, Budget and Payment Schedule contained in Attachment B to this Contract, subject to the availability of funds. Any costs or services paid for under any other Contract or from any other source are not eligible for payment under this Contract.

B. Contract Payment

That all payments will be made in accordance with the provisions of sections 215.422 and 112.061, Florida Statutes. Where Contractor performs professional services or provides tangible goods, the Circuit has five (5) business days to inspect the documentation regarding the delivery of the goods and services provided by the Contractor, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Circuit or the date on which

the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Purchase Orders will not be used with this Contract.

C. Payment Inquiries and Vendor Ombudsman

That issues regarding the inspection, acceptance and payment for goods and services provided under this Contract will be handled by the Contract Manager at PSCInvoices@circuit5.org.

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422(7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line, (850) 413-7269, is available for payment history and pending payment information.

III. THE CONTRACTOR AND THE CIRCUIT MUTUALLY AGREE:

A. Safeguarding Confidential Information and Trade Secrets

Each of the parties agrees:

1. Not to disclose the others Party's confidential information, as defined by Rule 2.420(b)(4) and (c), *Florida Rules of Judicial Administration*, to any third parties except as authorized by article 1, section 24(c), Florida Constitution and required by Rule 2.420, *Florida Rules of Judicial Administration*, and except to those Affiliates and subcontractors of Contractor providing services hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Contract;
2. Not to use the other Party's confidential information for any purposes except carrying out such Party's rights and responsibilities under this Contract; and
3. To keep the confidential information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care.
4. To restrict access to confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. **IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED.**
5. All Contract terms relating to confidential information and electronic data security apply to the Contractor, and Contractor is responsible for the acts and omissions of its employees, agents, and any other person who performs work under this Contract, any contract or subcontract.
6. A trade secret, as defined by sections 688.002(4) and 812.081, Florida Statutes, is confidential and exempt from disclosure pursuant to section 815.045, Florida Statutes. Pursuant to Florida law, the Contractor must specifically designate any information it considers a trade secret. If the Contractor designates any information as a

confidential trade secret, the Contractor must provide one redacted and one unredacted copy of the document containing said confidential trade secrets to the Circuit. The trade secrets must be specifically identified and redacted, or any confidentiality will be considered waived.

7. In the event that the Circuit receives a public records request for information properly designated by the Contractor as trade secret, the Circuit will provide the redacted copy to the requestor. In the event the requestor demands further access to the records, the Circuit will notify the Contractor and the Contractor will have ten (10) business days to provide a response to the request and either provide the records requested or defend the trade secret claim.
8. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages as permitted by sections 119.10 and 888.004, Florida Statutes.
9. These obligations shall survive termination of this Contract.

B. Performance Measures

1. The minimum acceptable standards for performance and the inspection standards for acceptance of deliverables are set forth in Attachment A.
2. To avoid Contract termination, the Contractor's must meet the minimum acceptable level of performance set forth in Attachment A. By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract must meet these performance measures and that it will be bound by the conditions set forth therein. If the Contractor fails to meet these measures, the Circuit, at its exclusive option, may allow a reasonable period, not to exceed three (3) months, for the Contractor to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Circuit within the prescribed time, and if no extenuating or mitigating circumstances can be documented by the Contractor to the Circuit's satisfaction, the Circuit may terminate the Contract. The Circuit has the sole authority to determine whether there are extenuating or mitigating circumstances. The Contractor further acknowledges and agrees that during any period in which the Contractor fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed, reduced, or denied and financial consequences may apply.

C. Corrective Action Plan (CAP)

1. Should the Circuit identify any deficiency based on Contract requirements, which the Circuit, in its sole discretion, deems to be of significant magnitude, the Circuit may notify the Contractor of the deficiency and of the need to submit a CAP.
2. Upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Circuit requiring submission of a CAP. The CAP shall be sent to the Circuit's Contract Manager for review and approval.
3. The Circuit shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Circuit shall provide a written statement identifying in reasonable detail as to why the Circuit believes the CAP will not result in correction of the cited deficiencies. The

Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

4. Upon acceptance of the CAP, the Contractor shall have at the discretion of the Circuit, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Circuit does not guarantee the implementation will result in elimination of future deficiencies.
5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the CAP will be required as determined by the Circuit's Contract Manager.
6. The Contractor's failure to respond to a request for a CAP or failure to implement and successfully complete the CAP may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The Circuit reserves the right to exercise other remedies as permitted by law.

D. Financial Consequences

If the Contractor does not perform in accordance with this Contract or perform the at the minimum performance standards required by this Contract, the Circuit will apply financial consequences as provided for in Attachment A. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Part I, section E, subsections 3 and 4 requisition of services from an alternate source. Any payment made in reliance on the Contractor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Part III, section L to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Attachment A.

Financial Consequences may be waived by the Circuit if it is determined to be in the best interest of the State of Florida, the State Courts System, and the Circuit to do so.

E. Third-Party Beneficiaries

The terms and conditions of this Contract are intended to be solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties for the Parties to confer third-party beneficiary rights, interest, or claims to another party.

F. Execution In Counterparts

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Contract or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy.

G. Warranty of Capacity

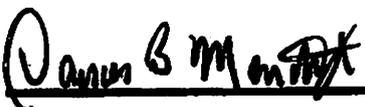
The Parties each hereby warrant and represent that the person signing this Contract on their behalf has full authority to do so and that this Contract is binding on them and is fully enforceable in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Contract, together with all its attachments and exhibits, to be executed by their undersigned officials as duly authorized.

SOWKA PSYCHOTHERAPY AND CONSULTATION, LLC

**STATE OF FLORIDA
FIFTH JUDICIAL CIRCUIT COURT**

SIGNED BY: 
NAME: Melinda M. Sowka
TITLE: Manager
DATE: 7/14/25

SIGNED BY: 
NAME: Daniel B. Merritt, Jr.
TITLE: Chief Judge
DATE: 7-22-2025

TIN 88-3095823

FOR LEGAL SUFFICIENCY:

 July 22, 2025

**Roy Wolgamuth
General Counsel
Fifth Judicial Circuit**

ATTACHMENT A

PART I. SCOPE OF SERVICES

- A.** Contractor shall provide services as outlined in the Request for Information ("RFI") for the benefit of the Problem-Solving Courts in the Fifth Judicial Circuit. Further the Contractor agrees to maintain all, and be bound by, the provisions found in the RFI attached hereto and made part of this Attachment A.
- 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.

E. INSPECTION AND ACCEPTANCE

The inspection of the Contractor's performance of any Deliverable will be conducted on an "exceptions" basis. Unless a complaint is filed by or on behalf of the presiding judge in the case or one of the parties to the case, it will be presumed that the Contractor is performing according to the terms of this Contract and the Florida Rules, that the minimum performance levels have been met, and the delivered services will be accepted on the condition that acceptance may be revoked if a complaint is filed at a later date.

Compliance with Delivery Requirements will be monitored by the Circuit. The Circuit will maintain records of any late arrival, no-show, or untimely submission reported to the Circuit.

PART 2. ADDITIONAL TERMS AND CONDITIONS**A. PAYMENT, INVOICE AND RELATED TERMS**

1. The Contractor will submit invoices using the template provided by the Circuit. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
2. Invoices must be submitted with the following:
 - 2.1 Documentation with sufficient detail to for a proper pre-audit or post-audit to support for the expenses invoiced. Documentation may include timesheets, invoices/receipts, task assignment documents, lists of services and dates they were provided, sign-in sheets, attendance logs, and copies of any files and records necessary to validate the expense.
3. All invoices will be submitted to the Circuit's Contract Manager at the address listed in section I of the Contract. All invoices must be submitted by the tenth (10th) of the next calendar month or may incur financial consequences as set forth in Paragraph 7., below.
4. If a minimum standard was not met for any good or service, the Circuit's Contract Manager will note the deficiency and adjust the invoice according to the financial consequence

ATTACHMENT A



specified for the good or service as found below. The Circuit cannot pay full price for any good or service that fails to meet the terms and conditions of the Contract.

- 5. Payment issues and inquiries regarding the inspection, acceptance, and payment for goods and services provided under this Contract will be handled by the Contract Manager at 352-401-7828.**
- 6. Vendor will not be compensated for travel expenses.**
- 7. If Vendor 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 overdue.**
- 8. The Contractor shall complete a monthly attendance report for each Problem Solving Court participant it cares for under this agreement. For the purposes of this agreement the monthly report will begin on the first day of the calendar month and end on the last day of the calendar month. Each report shall include: Date of service, Service provided, and Participant's initials.**
- 9. Each report shall be submitted to the appropriate Problem Solving Court Case Manager no later than the tenth (10th) of the month for services provided during the preceding month. If Vendor, fails to provide the required monthly attendance report by the deadline, the Fifth Circuit may, impose a penalty in the amount of fifty dollars (\$50.00) for each week the report is past due.**

**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.**

ATTACHMENT "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	

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 evidencedbased 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.

**\$186.40
Per day**

Deliverables/ Professional Services	Fees
<p align="center">INTENSIVE OUTPATIENT PROGRAM (IOP)</p> <p>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 that 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.</p>	<p align="center">\$30.00 Per Unit Hour</p>
<p align="center">INDIVIDUAL & FAMILY THERAPY TREATMENT SESSION</p> <p>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.</p>	<p align="center">\$60.00 Per Unit Hour</p>
<p align="center">CLINICAL/THERAPEUTICALLY NEEDED CASE MANAGEMENT SERVICES</p> <p>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.</p>	<p align="center">\$6.00 per quarter hour</p>
<p align="center">GROUP THERAPY</p> <p>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.</p>	<p align="center">\$25.00 Per Unit Hour</p>

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.	\$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

ATTACHMENT "B"

Deliverables: Professional Services	Fees
<p>MAT &/or Medication Management (follow up sessions)</p> <p>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.</p>	<p>\$150.00 per session</p>
Deliverables: Professional Services	Fees
<p>RECOVERY HOUSING</p>	
<p>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.</p> <p>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.</p>	<p>\$50.00 per day</p>
Deliverables: Professional Services	Fees
<p>Peer Recovery Coaching</p>	
<p>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)</p>	<p>\$20.00 Per unit hour</p>
Deliverables: Professional Services	Fees
<p>Recovery & Resilience Classes</p>	
<p>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.</p>	<p>\$20.00 Per unit hour</p>

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'.

ATTACHMENT B – Fixed-Unit Price List (No-Ceiling Rate Agreement)

The tables attached as Exhibit "B" shall constitute the approved fixed-unit rate for this Contract. The Contract/Grant Manager, at his or her sole discretion, may update the budgets without a formal amendment to the Contract/Agreement for the purpose of adding other services offered by the vendor and to make upward adjustments to the fixed-unit rates each SFY. This Contract does not guarantee commodities or services will be ordered from the Contractor but establishes the fixed-unit rates should they be ordered.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

EXHIBIT "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 & 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>	<p>\$45.00 per assessment</p>
<p align="center">INITIAL TREATMENT PLAN (ITP) DEVELOPMENT</p> <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>	<p>\$60.00 Per Treatment Plan</p>
<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 (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>	<p>\$186.40 Per day</p>

EXHIBIT "B"

Deliverables: Professional Services	Fees
INTENSIVE OUTPATIENT PROGRAM (IOP)	
<p>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.</p>	<p>\$30.00 Per Unit Hour</p>
Deliverables: Professional Services	Fees
INDIVIDUAL & FAMILY THERAPY TREATMENT SESSION	
<p>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.</p>	<p>\$60.00 Per Unit Hour</p>
Deliverables: Professional Services	Fees
CLINICAL/THERAPEUTICALLY NEEDED CASE MANAGEMENT SERVICES	
<p>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.</p>	<p>\$6.00 per quarter hour</p>
Deliverables: Professional Services	Fees
GROUP THERAPY	
<p>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.</p>	<p>\$25.00 Per Unit Hour</p>

EXHIBIT "B"

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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)
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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	
<p>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:</p> <p>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.</p> <p>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.</p>	\$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 D

CONTRACTOR'S CERTIFICATIONS



, a sole proprietor or an authorized representative of my company/organization, hereby certify the following is true:

1. That the same services being provided under this contract are provided to other clients under a contract or individual transaction basis.
2. That no principal of my company/organization is now or has been an employee of any governmental branch of the State of Florida for at least twelve (12) consecutive months prior to the execution of this contract.
3. If I am not a sole proprietor using my own legal name on this contract, that I have registered the name on this contract as a fictitious name or the name is the legal name on the Articles of Incorporation for my company/organization filed with the Florida Department of State, Division of Corporations, as required by the Florida Statutes.
4. That I have filed and received an acknowledgement of acceptance of a W9 or Substitute W9 in the exact name as it appears on this contract with the Florida Department of Financial Services (DFS). *(A copy of the acknowledgment must be submitted prior to final execution of this contract)*
5. That I have received an acknowledgment of successful registration with the MyFloridaMarketplace/FLAIR systems as a vendor for the State of Florida using the exact name as it appears on this contract. *(A copy of the letter providing your vendor ID Number to you by the MFMP System must be submitted prior to final execution of this contract)*



Sole Proprietor/Authorized Representative

7/14/25
~~Click or tap to enter a date.~~

Date

MELINDA SOWKA

Printed Name

ATTACHMENT E

CONTRACTOR'S E-VERIFY REGISTRATION CERTIFICATION

I, MELINDA M. SOWKA, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in sections 448.09 and 448.095, Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name:	<u>SOWKA PSYCHOTHERAPY & CONSULTATION</u>
Business or Business Entity Legal Address:	<u>321 W. Alfred Street Tavares, FL 32778</u>
Business or Business Entity Taxpayer Identification Number:	<u>88-3095823</u>

I hereby certify that my business:

<input type="checkbox"/>	Is not engaged as an "employer" who hires individuals as an "employee" to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigration Services Form I-9, "Employment Eligibility Verification", does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual's work duties and obligations, and does not supervise employees of subcontractors.
<input type="checkbox"/>	Is organized outside the United States and its territories and does not have any physical locations within the United States, and is not considered an "employer", as described in the paragraph above.
<input checked="" type="checkbox"/>	Does not have more than five (5) employees at any given time and does not hire more than five (5) employees in a calendar year.

For the reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this certification, I agree not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in the business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Melinda M. Sowka, LMHC
Sole Proprietor/Authorized Representative
MELINDA M. SOWKA
Printed Name

ATTACHMENT F

SUBCONTRACTOR'S E-VERIFY REGISTRATION AFFIDAVIT

I, MELINDA SOWKA, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every private employer with more than 25 employees and every public employer, contractor, and subcontractor must be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name: SOWKA PSYCHOTHERAPY & CONSULTATION LLC
Business or Business Entity Legal Address: 321 W. ALFRED STREET, TALLAHASSEE, FL 32308
Business or Business Entity Taxpayer Identification Number: 88-3095823

I hereby certify that my business or business entity:

Is registered the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired within three (3) business days after the employee begins working for pay, as required by 8 C.F.R. s. 274a for contract/agreement eligibility purposes.

Will certify compliance on the first unemployment tax return submitted to the Department of Economic Opportunity, as required by section 448.095(3), Florida Statutes.

Does not hire and agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3).

By signing this affidavit, I agree to maintain an active E-Verify registration and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to comply with section 448.095, Florida Statutes, can result in fines of \$1,000 per day, prohibit my business from entering into any contracts with a government entity in the State of Florida for a period of 1 year, suspension or revocation of any business or professional license issued to my business by any agency of the State of Florida and the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

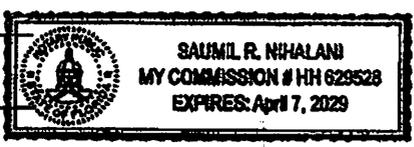
Melinda Sowka, LMHC
Sole Proprietor/Authorized Representative
MELINDA SOWKA
Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or Affirmed) and Subscribed Before Me By
Means of Physical Presence or Online Notarization
this 14th day of JULY, 2025
by MELINDA SOWKA, Who

Is Personally Known to Me or Produced Identification.
Type of Identification Produced: FL DL # S200-553-70-606-0

Saumil R. Nihalani
Signature of Notary Public
SAUMIL R NIHALANI
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes



ATTACHMENT G

CONTRACTOR'S STATUTORY COMPLIANCE AFFIDAVIT

I, MELINDA SOWKA, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern, pursuant to section 287.138, Florida Statutes, business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346, and 786.06(13), Florida Statutes.

Business or Business Entity Legal Name:	SOWKA PSYCHOTHERAPY & CONSULTATION LLC
Business or Business Entity Legal Address:	321 W. ALFRED STREET TAVARES, FL 32778
Business or Business Entity Taxpayer Identification Number:	88-3095823

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.
- My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.
- My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.
- My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Melinda Souza, L.M.P.A.
Sole Proprietor/ Authorized Representative

MELINDA SOUZA
Printed Name

STATE OF FLORIDA

COUNTY OF LAKE

Sworn to (or Affirmed) and Subscribed Before Me By

Means of Physical Presence or Online Notarization

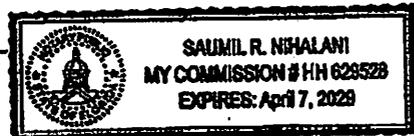
this 14th day of JULY, 2025

by _____, Who

Is Personally Known to Me or Produced Identification.

Type of Identification Produced: FLDL# S200-553-70-606-0

Saumil R. Nihalani
Signature of Notary Public



Printed Name of Notary Public Administering Oath Pursuant to §117.03, Florida Statutes



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax:(850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 88-3095823
IRS Name: SOWKA PSYCHOTHERAPY & CONSULTATION LLC

Address: 321 W. ALFRED STREET
TAVARES, FL
32778-0000

Attention Of: MELINDA SOWKA

Business Designation: S Corporation

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I am not subject to backup withholding because:
 - (a) I am exempt from backup withholding or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or
 - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: MELINDA SOWKA
Preparer's Title: OWNER
Phone: 3525779455
Email: sowkapsychotherapy@gmail.com

Date Submitted: 06/03/2025