

Exhibit A

Statement of Work and Rate Sheet

Sex Offender Treatment Services

Psychosexual Evaluation and Treatment FCBS: FCBS clients are in the community in various locations throughout the State of Colorado. As such, we are seeking providers who can offer in-person and virtual services (when appropriate and approved).

Evaluations ordered by the court and/or requested by the treatment team in order to identify pertinent risk factors and treatment needs for recidivism for those adjudicated not guilty by reason of insanity and residing in our communities.

Treatment ordered by the court as conditions of one's community placement/conditional release and/or as requested by the treatment team to best support individuals living in the community acquitted as not guilty by reason of insanity. Treatment may be individual, group, or a combination.

Objective

The Contractor shall provide assessments of ongoing risk for re-offense, violence recidivism, sexual recidivism, and treatment for sex offending behaviors as recommended by, or in consultation with, FCBS, as requested by the court or FCBS. Contractors shall provide a detailed report and/or treatment documentation that meets departmental and statutory standards. In some instances, contractors may be called to testify regarding their assessments, treatment, and reports. In addition, Contractor will, when indicated or ordered by the court, refer clients for polygraph and plethysmograph testing.

Project Requirements

Contractor must be an approved and listed sex offender treatment provider and evaluator with the Sex Offender Management Board of the State of Colorado.

Preferred Criteria: Contractor has a minimum of two (2) years of experience working with adult sex offenders or persons adjudicated Not Guilty by Reason of Insanity for an offense involving unlawful sexual conduct with mental health needs, and/or intellectual deficits, in forensic settings.

Mandatory Criteria:

1. Contractor shall maintain all business licensing necessary to conduct related services. Contractor shall have appropriate credentials to provide said services. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon OCFMH's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Purchase order or to properly perform this agreement shall be grounds for termination of this agreement by OCFMH.
2. Contractor agrees to carry and provide State minimum levels of malpractice insurance and provide such proof of insurance upon signature of final agreement should they be awarded.
3. Contractor is required to attend an "Orientation to Forensic Community Based Services" at the Contractor's expense. There will be no reimbursement for this orientation or the mileage to attend such orientation.

Contractor is not guaranteed a specific number of clients nor is there a guarantee for a specific dollar amount for reimbursement per fiscal year. Contractor understands that these services are on an "as needed" basis as required by the courts or the FCBS treatment team.

Contractor agrees to be able to receive and send client information in an encrypted format and agrees to remain in compliance with applicable Federal and State Health Insurance Portability and Accountability Act (HIPAA) and patient privacy laws.

Contractor agrees to undergo and successfully pass a CBI Background check, conducted, and paid for by OCFMH in accordance with C.R.S. 27-90-111. No contact with clients shall take place until the background check is complete and passed.

Contractor is responsible for submitting their reports within the timelines specified in court order, statute, or FCBS request, or must communicate as to why this is not possible to the Director of Forensic Community Based Services. The report shall detail the results of therapy sessions, compliance with treatment requirements, results of any testing including but not limited to polygraph and plethysmograph testing (where applicable), the Contractor's diagnostic impression and associated recommendations. Reports shall meet departmental and applicable statutory standards.

Contractor shall provide sex offender specific assessment, treatment, and reporting consisting of, at a minimum:

- Monthly group or individual sex offender specific treatment
- Reporting of increase in acute risk for re-offense
- Reporting of any identified change in treatment need
- Quarterly reporting of treatment progress and compliance

Contractor participation in FCBS or Community Mental Health Center plan of care reviews.

Guidance and Administration

OCFMH-FCBS will serve as the liaison between the Contractor and the court.

OCFMH will provide orientation to Contractor to familiarize them with the format and expectations of their reports and the courts. Annual Trainings to cover legislated requirements and other best practices shall be offered by OCFMH.

OCFMH will send referral packets to Contractor including Court Order, police reports, risk assessments, plans of care, Requirements for Community Placement, and client contact information.

Contractor shall notify OCFMH within twenty-four (24) hours of any failure to attend therapy or other non-compliance of the client.

Contractor agrees to provide transportation at their cost and may request reimbursement for mileage only. Contractor must be able to provide a valid driver's license and proof of insurance to receive reimbursement.

Contractor is responsible for submitting all reports to the FCBS Case Manager or Conditional Release Coordinator upon completion via encrypted email. Contractor is responsible for maintaining their own records of the number of clients they have seen and mileage for reimbursement.

Contractor shall bill OCFMH monthly for treatment services and mileage.

V. Reimbursable Services

Although the rates listed below are considered reasonable and customary, preference will be made to the most advantageous to the State of Colorado, price and other factors considered.

Pricing for Sex Offense-Specific Treatment Services	
Intake	\$150.00
Individual Treatment	\$90.00

Group Treatment	\$65.00
Psych Testing/Comprehensive Evaluations	\$1,500.00
PPG or other Specialized test	\$500.00
Any additional services must be agreed upon prior to engaging in the service provision or the Contractor forfeits the right for reimbursement	

Testimony and Court Rates

Contractor shall be reimbursed at a rate of \$150.00 per hour for testimony related to the contractor's field of expertise. With that, reimbursement for testimony preparation cannot exceed four hours.

Price Modifications for Upcoming Yearly Renewal Options

Price Increases:

Contractor may request an increase in the prices listed in the Exhibit by submitting a request to the State in writing. Requests for increases in prices are limited as follows:

- Contractor may not request a price increase during the first 12 months of the agreement.
- Contractor may not request a price increase within any 12-month period following the State's approval of a price increase under this section.
- Contractor may not submit a request for a price increase to the State fewer than 60 days prior to when Contractor intends those increased prices to be effective.

The State may approve or deny any request for a price increase based on the information provided by Contractor and other circumstances in its sole discretion. If the State approves a price increase, that price increase shall not take effect unless it is included in the agreement. Contractor may only begin using the increased prices that are issued following the effective date of the modification to the agreement with the increased prices.

If the State does not approve a price increase, or Contractor increases its prices without submitting a request to the State, then those increased prices shall be void in which they are used and Contractor shall proceed with the existing rates approved by the State under the agreement. Contractor's use of rates that exceed those approved by the State under the agreement shall be a material breach of the agreement.

Price Decreases:

Contractor may decrease its prices shown in the Exhibit at any time by providing written notice to the State.