



STATEMENT OF WORK

I. Project Description:

This project serves to implement the 5 Star State Certification Program. This program consists of funding counties so they may conduct the 5 star program throughout their jurisdiction. The 5 Star State Certification Program serves to support businesses that are implementing all COVID-19 safety measures by certifying them and allowing them to open at increased capacity and allowances.

II. Definitions:

1. CDPHE- Colorado Department of Public Health and Environment.
2. ICU - Intensive care unit
3. LPHA - Local Public Health Agency
4. Mid-Point - The mid-point of the Purchase Order is calculated as the middle date between the Purchase Order Execution by CDPHE and June 30, 2021. Example: If the Purchase Order was executed on February 28, 2021 the Purchase Order would be for 122 days in total. In this example the Mid-Point would be 61 days or April 30, 2021.
5. RETAC - Regional Emergency Medical and Trauma Advisory Council

III. Work Plan

Goal #1: To limit the spread of COVID-19 throughout Colorado.	
Objective #1: No later than the expiration date of the contract, implement the 5 Star State Certification Program.	
Primary Activity #1	The Contractor shall form an Administrative Committee.
Sub-Activities #1	<ol style="list-style-type: none"> 1. If the county does not already have a 5 Star State Certification implementation plan, the Administrative Committee shall develop a 5 Star State Certification Program implementation plan. 2. The Administrative Committee shall implement the 5 Star State Certification Program based on their implementation plan.
Primary Activity #2	The Administrative Committee shall prepare reports.
Sub-Activities #2	<ol style="list-style-type: none"> 1. Status Reports: <ol style="list-style-type: none"> a. Administrative Committees with current 5 Star State Certification, shall prepare a weekly status report per the 5 Star State Certification requirements b. Administrative Committees that are not yet approved for the 5 Star State Certification and are in the planning stage shall submit a monthly report 2. The Administrative Committee shall prepare a mid-funding financial report. 3. The Administrative Committee shall prepare a final funding financial report.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. Administrative Committee shall monitor documents and website content for updates and comply with all updates. 2. The Administrative Committee must include the LPHA because they are the agency that has jurisdiction over development, compliance, and enforcement of public health orders, but the LPHA should not be primarily responsible for the administration or coordination of the committee. 3. The Administrative Committee should include other partners like the local Chamber of Commerce, nonprofits, local elected leaders, and industry association members. In addition, members of the community at large should be a part of the administrative

committee. Any of these entities may host, fund, or provide the day-to-day operations of the administrative committee, so long as the LPHA is a participating member.

4. The 5 Star State Certification Program implementation plan shall include at a minimum:
 - a. A process for certifying business
 - b. A process for conducting compliance checks
 - c. A process for responding to complaints from the public
5. The weekly status report shall include the following:
 - a. New certifications granted
 - b. Business that receive warnings
 - c. Businesses whose certifications are revoked
 - d. Number of compliance checks performed
 - e. Any additional reporting requirements outlined in the 5 Star approval letter
6. The weekly status report shall be sent to CDPHE and the Administrative Committee's LPHA. CDPHE and the LPHA shall be emailed the report in the same email.
7. The Administrative Committee shall monitor the 5 Star State Certification Program webpage for any updates related to this program. This webpage is incorporated and made a part of this contract by reference and is available at the following website: <https://covid19.colorado.gov/five-star-certification>
8. A business may only receive one (1) warning. If non-compliance continues after a single warning, the certification of the business must be revoked. If the Administrative Committee does not enforce this, CDPHE will remove its approval of the Administrative Committee.
9. CDPHE may remove approval of the Administrative Committee at any time if they do not conduct effective compliance and enforcement. CDPHE will remove approval through a formal notification process that includes providing a letter to the Administrative Committee, County Commissioners and LPHA. The Administrative Committee will be required to notify all businesses within 24-hours of CDPHE notification via email and will be required to carbon copy CDPHE on all correspondences.
10. The Administrative Committee shall reference the Benefit for Certified Businesses chart for capacity levels found in the COVID-19 5 Star State Certification Program program policy framework document. This document is incorporated and made a part of this contract by reference and is available at the following website: https://drive.google.com/file/d/1TDw0BrGTAb4wC9_wB0QG0qzP7MIpNvQt/view
11. The Administrative Committee shall reference the sector specific guidelines during review and enforcement:
 - a. General businesses
 - b. Gyms & fitness
 - c. Restaurants
 - d. Personal services
 - e. Indoor events
12. The Administrative Committee shall reference the ventilation guidance during review and enforcement. This document is incorporated and made a part of this contract by reference and is available at the following website: <https://drive.google.com/file/d/1oNUhOx2CCwSsMrbSkIOreAN1Yjp62sYd/view>
13. If a county experiences seven (7) days of increasing cases, percent positivity or hospitalizations, then the program may be suspended. Suspension automatically occurs if the region reaches more than 90% of their county's RETAC ICU hospital capacity. If a county is in mitigation, or a stricter local public health order in lieu of moving on the dial, all businesses must follow the dial level of their county and are not eligible for capacity increases during that period.
14. The Contractor shall use the CDPHE provided financial reporting template for the mid-funding financial report and the final funding financial report.
15. If CDPHE requests, the Administrative Committee shall provide documentation of expenses in the financial reports.

	<ol style="list-style-type: none"> 16. CDPHE will provide the mid-funding financial report template no later than thirty (30) days after contract execution. 17. CDPHE will provide the final funding financial report template no later than thirty (30) days before the end of the contract. 	
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Certification of business that are implementing all COVID-19 safety measures and allowing them to open at increased capacity and allowances 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Number of businesses certified. 2. Number of complaints received. 3. Number of compliance checks performed. 4. Number of warnings issued. 5. Number of certifications revoked. 	
		Completion Date
Deliverables	<ol style="list-style-type: none"> 1. Once a program is certified by CDPHE for the 5 Star State Certification Program, the Administrative Committee shall submit weekly status reports via email to the CDPHE Program Coordinator at cdphe_5starprogram@state.co.us. 	No later than close of business on Wednesdays.
	<ol style="list-style-type: none"> 2. The Contractor (for Contractors not currently certified in the 5 Star State Certification Program) shall submit the monthly programmatic report, using a template provided by CDPHE, via email to the CDPHE Contract Monitor at cdphe_5starprogram@state.co.us. 	No later than close of business on 2nd Tuesday of each month.
	<ol style="list-style-type: none"> 3. The Contractor shall send the final implementation plan to implement the 5-Star Certification Program (for Contractors not currently certified in the 5 Star State Certification Program). The implementation plan shall be emailed to: cdphe_5starprogram@state.co.us. 	No later than the mid-point between Purchase Order Execution and June 30, 2021.
	<ol style="list-style-type: none"> 4. The Contractor shall attend one (1) phone call scheduled with CDPHE staff. 	No later than 1 month after Purchase Order completion
	<ol style="list-style-type: none"> 5. The Contractor shall attend one (1) phone call scheduled with CDPHE staff. 	No later than the mid-point between Purchase Order Execution and June 30, 2021
	<ol style="list-style-type: none"> 6. The Administrative Committee shall submit the final funding financial report via email to the CDPHE Contract Monitor at cdphe_contractmonitoring@state.co.us 	No later than close of business on June 30, 2021

IV. Additional Provisions

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS -- Invoicing

The first payment (50%) of the Purchase Order shall be disbursed to the Contractor up-front upon Purchase Order creation. Two additional payments, each 25% of the remaining funds, require the Contractor to follow the invoicing provisions specified.

To receive compensation under the Purchase Order, the Contractor shall submit a signed CDPHE Financial Reporting Form. This form is accessible from the [at:https://docs.google.com/spreadsheets/d/1MOYQRIYpMDckTqVJIq7z7VetX20fjRemcYkdI7h8HwU/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1MOYQRIYpMDckTqVJIq7z7VetX20fjRemcYkdI7h8HwU/edit?usp=sharing) and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted upon the terms in the SOW deliverables section. Expenditures shall be in accordance with the Statement of Work and Budget. The Financial Reporting Form shall be accompanied by documentation consistent with the guidance in the Invoice Document Checklist: <https://drive.google.com/file/d/1pyw-j-Cw8ze-X1ULImqOz4IFGjKkISbW/view?usp=sharing>

1. Scan the completed and signed CDPHE Financial Reporting Form and supporting documentation to an electronic document. Email the scanned Financial Reporting Form page and supporting documentation to: cdphe_contractmonitoring@state.co.us

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

B. These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *CDPHE Contract Monitor*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Administrative Committee's performance will be evaluated at set intervals and communicated to the Administrative Committee. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within (5) calendar days of discovery of a compliance issue. Within (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

VII. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

Joni Marsh, Assistant City Manager, City of Longmont
Contractor Name (Print) and Title

Joni Marsh
Contractor Signature

2-18-2021
Date

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

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