Title:  (Contract for Review) City Council COVID-19 Response: CARES Act Framework and Funding Priorities; Establish Youth Program of Prevention and Unified Power; Agreement: Sierra Health Foundation: Center for Health Program Management: Youth Program of Prevention and Unified Power CARES Act Grant Agreement

Location: Citywide

Recommendation: Accept and publish for review a Resolution: 1) establishing the Youth Program of Prevention and Unified Power; 2) establishing a $1.3 million budget for the Youth Program of Prevention and Unified Power from the CARES Act Program (G02610100) in the Federal CARES Act Fund (Fund 2704); and 3) authorizing the City Manager or the City Manager’s designee to execute a Youth Program of Prevention and Unified Power CARES Act Grant Agreement with Sierra Health Foundation: Center for Health Program Management in an amount not to exceed $1.3 million; and continue to September 8, 2020 for approval.

Contact: Christopher Conlin, Assistant City Manager, (916) 808-8526; Lindee Lane, Youth Development Policy Manager, (916) 808-1171, Office of the City Manager

Presenter: None

Attachments:
1-Description/Analysis
2-Coronavirus Relief Fund Programs
3-Resolution
4-Exhibit A: Grant Agreement
Description/Analysis

Issue Detail: On June 9, 2020, during a joint meeting with the Youth Commission, the City Council directed the City Manager to explore and determine Coronavirus Relief Fund (CRF) eligibility to fund Sierra Health Foundation: Center for Health Program Management’s Youth Program of Prevention and Unified Power (“Program”). The purpose of the Program is to increase basic needs supports for youth and their families and other protective factors that are required to promote healthy youth development, such as social connections and mental health supports, that were lost or reduced due to COVID-19. The grant agreement provides $1.3 million in Coronavirus Relief Fund (CRF) money to implement the Program.

To increase youth socialization and promote social emotional wellbeing, the Program will educate youth on standard COVID-19 protocols, host multiple weekly virtual activities including recreational, social, and academic focused to help mitigate learning loss due to COVID-19 disruptions. These virtual activities will include breakout rooms staffed by trained peer mentors, under the supervision of an adult, who will check-in with youth showing signs of emotional stress, including depression or anxiety and provide referrals to additional supports when needed.

Additionally, through one-on-one case management, care package delivery and the establishment of a collaborative youth provider referral network, Program staff will identify, support, and connect youth and their households to basic needs resources including food, health, mental health, substance abuse treatment and more. More than 7,000 care packages that include items such as food, technology and supplies to support youth virtual engagement, and PPE will be delivered to youth and their families weekly.

The Sierra Health Foundation: Center for Health Program Management (“Center”) draws on the Foundation’s more than 30 years of experience as a grant maker in the social determinants of health field, by tapping into established administrative and financial infrastructure. The Center was founded by Sierra Health Foundation in 2012 as an independent 501(c)(3) nonprofit organization that is driven by the promise of equity for all by pursuing social, racial, and economic inclusion in communities across California. The Center has implemented numerous programs in the greater Sacramento area with large collaborations to address immediate community needs including the Black Child Legacy Campaign, My Brother’s Keeper, Youth & Community Pop-Ups and the Positive Youth Justice Initiative. These experiences and background render the Center uniquely qualified to execute this program.

Policy Considerations: The proposed action is responsive to the social, emotional, and physical needs of youth and families impacted by COVID-19 and therefore constitutes a necessary expenditure to mitigate the effects of the public health emergency.
The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action.

The proposed action is consistent with the Council-approved Citywide Youth Development Plan and the Inclusive Economic & Community Development initiative.

**Economic Impacts:** None.

**Environmental Considerations:** The proposed action is not a project under CEQA because it relates to government fiscal activities that do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment. (Cal. Code Regs., tit. 14, §§15060(c)(3), 15378(b)(4)). The proposed action involves activities that are exempt from NEPA under title 24, section 58.34, of the Code of Federal Regulations.

**Sustainability:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Stark financial impacts of COVID-19 compounded by the interruption of typical community supports due to closures of public and social institutions such as schools, medical facilities and churches has had negative impacts on the social, emotional, and physical needs of youth and families, particularly the most vulnerable. Under typical circumstances, community-family support nets collectively provide critical protective factors\(^1\) that young people require for healthy development including connections to other supportive adults and their peers. Many parents are struggling to meet the basic physical and emotional needs of youth in their households.

In May 2020, the COVID-19 Resilience Poll (“Poll”)\(^2\) was conducted with over 2,500 greater Sacramento area residents and uncovered the severe impacts COVID-19 has caused in the region. By May, more than 150,000 jobs were lost, and unemployment climbed to over 14%. For those who saw an extreme reduction in income as a result of COVID-19, their ability to afford basic needs is severely heightened; nearly 70% reported that they cannot afford or can barely afford to pay rent or mortgage, 80% reported the same about paying bills and over 60% reported having an inadequate food supply.

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\(^1\) Ways to Promote Children’s Resilience to the COVID-19 Pandemic:

These impacts and stressors, as well as general global pandemic worries have increased overall stress and anxiety levels to unrivaled highs. The Poll found high levels of stress and anxiety being reported across the board, but young people and people of color are feeling the emotional and mental health burden the most. Similarly, a citiesRISE\textsuperscript{3} survey that included 277 Sacramento youth, implemented during phase 1 of shelter in place, found that COVID-19 has increased levels of stress, anxiety, and loneliness. Sadly, early in the stay-at-home order, two young adults died by suicide in North Sacramento/Natomas.

To reduce and mitigate the negative physical, social, and emotional effects on youth caused by COVID-19, youth development experts recommend that families and communities work together to promote the following protective factors: meet the basic needs of children, youth and families including food, shelter, and health/mental health care; ensure the presence of trusted and caring adults; ensure positive social connections - although in-person contact may be limited during COVID-19, all possible steps to minimize social isolation should be taken and; ensure the wellbeing of caregivers. It is recommended that Sierra Health Foundation be awarded $1.3 million to establish the Program which addresses elements of all protective factors previously mentioned for Sacramento youth and families in need.

**Financial Considerations:** On April 21, 2020, the City received $89.6 million from the CARES Act in CRF funds to address impacts related to the COVID-19 pandemic. On June 9, 2020, during a joint meeting with the Youth Commission, the City Council directed the City Manager to explore and determine Coronavirus Relief Fund (CRF) eligibility to fund Sierra Health Foundation: Center for Health Program Management’s Youth Program of Prevention and Unified Power (“Program”). This report recommends formally establishing a $1.3 million Program budget from the CARES Act Program (G02610100) in the Federal CARES Act Fund (Fund 2704). The CRF program schedule is included as Attachment 2.

**Local Business Enterprise (LBE):** Not applicable.

## Coronavirus Relief Fund (CRF) Programs

### Federal Cares Act Fund (Fund 2704) $89,623,428

<table>
<thead>
<tr>
<th>Program Description</th>
<th>Approved Expenditure</th>
<th>Category</th>
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<tbody>
<tr>
<td>Farm to Fork Al Fresco Dining Support</td>
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</tr>
<tr>
<td>Council Community Impact Funding</td>
<td>450,000</td>
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<tr>
<td>Community Outreach</td>
<td>500,000</td>
<td>5</td>
</tr>
<tr>
<td>Digital Divide: Include Training/Library</td>
<td>300,000</td>
<td>2</td>
</tr>
<tr>
<td>Domestic Violence Intervention</td>
<td>2,000,000</td>
<td>5</td>
</tr>
<tr>
<td>Family Mental Health Initiatives</td>
<td>250,000</td>
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<tr>
<td>Financial Empowerment</td>
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<tr>
<td>Food Insecurity*</td>
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<td>Central Labor Council Hotline</td>
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<td>Housing for Essential Staff</td>
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<tr>
<td>Rental Mediation</td>
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<tr>
<td>Youth Enrichment</td>
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<td>Great Plates Delivered*</td>
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<td>Economic Relief to Small Business</td>
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<td>Citywide Procurement of Emergency Supplies</td>
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<td>Homelessness: Meth Detox/St Johns/City of Refuge</td>
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<td>Emergency Homeless Encampment Cleanup</td>
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<td>Youth Mental Health*</td>
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<td>Youth Job Training and Development*</td>
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<td>Youth Pop-ups*</td>
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<td>Workforce Development Recovery</td>
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<td>Black Child Legacy Program</td>
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<td>Sac Childcare Learning and Student Support</td>
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<td>Digital Equity Response Program</td>
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<td>Essential Worker Childcare</td>
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<td>Visit Sacramento*</td>
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<tr>
<td>Citywide Operational Response</td>
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**Total** $88,331,049

### CRF Balance $1,292,379

*Council Resolution Pending

#### Allocation of CRF by Mayor/Council Priorities

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<tr>
<th>Category</th>
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<tbody>
<tr>
<td>Small Business Recovery and Assistance</td>
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<tr>
<td>Youth and Workforce Training Programs</td>
<td>2</td>
</tr>
<tr>
<td>City’s Homeless and Rapid Re-Housing</td>
<td>3</td>
</tr>
<tr>
<td>Arts, The Creative Economy and Tourism</td>
<td>4</td>
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<tr>
<td>Social Services</td>
<td>5</td>
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<tr>
<td>Council Community Impact Funding</td>
<td>6</td>
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<tr>
<td>Citywide Operations</td>
<td>7</td>
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</tbody>
</table>

**Total** $88,331,049
RESOLUTION NO. 2020-

Adopted by the Sacramento City Council

CARES Act Framework and Funding Priorities; Youth Program of Prevention and Unified Power

BACKGROUND


B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 in the county.

C. On April 21, 2020, the City received $89.6 million from the Coronavirus Relief Fund (CRF).

D. On May 12, 2020, the City Council held a workshop to discuss a Coronavirus Relief Fund (CRF) framework and funding priorities for expenditure of the $89.6 million. During the workshop Council and stakeholders expressed overall interest in funding programs and projects that, among other things, provide small business assistance, get people back to work, offer opportunities for youth enrichment, address homelessness and housing issues, and support the arts and tourism industries that were directly impacted by this pandemic.

E. On June 9, 2020, during a joint meeting with the Youth Commission, the City Council directed the City Manager to explore and determine CRF eligibility for the Sierra Health Foundation: Center for Health Program Management’s Youth Program of Prevention and Unified Power (“Program”). The purpose of the Program is to increase basic needs supports for youth and their families and other protective factors that are required to promote healthy youth development, such as social connections and mental health supports, that were lost or reduced due to COVID-19. The grant agreement provides $1.3 million in CRF money to implement the Program.

F. The City Council determined that providing funds to Sierra Health Foundation: Center for Health Program Management to mitigate the effects of the COVID-19 public health emergency as provided in the grant agreement is a necessary expenditure.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:
Section 1. The Youth Program of Prevention and Unified Power is hereby established.

Section 2. The City Manager or the City Manager’s designee is authorized to establish the Youth Program of Prevention and Unified Power with a $1.3 million budget from the CARES Act Program (G02610100) in the Federal CARES Act Fund (Fund 2704).

Section 2. The City Manager or the City Manager’s designee is authorized to execute a Youth Program of Prevention and Unified Power CARES Act Grant Agreement with Sierra Health Foundation: Center for Health Program Management in an amount not to exceed $1.3 million. The grant agreement is attached as Exhibit A and is part of this resolution.

Table of Contents:

Exhibit A – Youth Program of Prevention and Unified Power CARES Act Grant Agreement
Sierra Health Foundation
Youth Program of Prevention and Unified Power
CARES Act Grant Agreement

This CARES ACT GRANT AGREEMENT, dated July 1, 2020, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the “City”), and SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT, a California non-profit corporation (the “Grantee”).

Background

In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.

Since March 12, 2020, Governor Newsom, through state and local public health officials, imposed social distancing measures in order to control the spread of the virus. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses.

On May 4, 2020, Governor Newsom issued Executive Order N-60-20, which signaled that, although COVID-19 continued to menace the public health, Californians would soon be able to gradually resume various activities while continuing to preserve public health. The State Public Health Officer articulated a four-stage framework which proposes a gradual, phased-in approach to reopening businesses and spaces in the state. The County of Sacramento followed the state’s framework and is currently in stage two.

Stark financial impacts of COVID-19 compounded by the interruption of typical community supports due to closures of public and social institutions such as schools, medical facilities and churches has had negative impacts on the social, emotional, and physical needs of youth and families, particularly the most vulnerable. Under typical circumstances, community-family support nets collectively provide critical protective factors\(^1\) that young people require for healthy development including connections to other supportive adults and their peers. Many parents are struggling to meet the basic physical and emotional needs of youth in their households.

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In May 2020, the COVID-19 Resilience Poll ("Poll")\(^2\) was conducted with over 2,500 greater Sacramento area residents and uncovers the severe impacts COVID-19 has caused in the region. By May, more than 150K jobs were lost and unemployment climbed to over 14%. For those who saw an extreme reduction in income as a result of COVID-19, their ability to afford basic needs is severely heightened; nearly 70% reported that they cannot afford or can barely afford to pay rent or mortgage, 80% reported the same about paying bills and over 60% reported having an inadequate food supply.

These impacts and stressors, as well as general global pandemic worries have increased overall stress and anxiety levels to unrivaled highs. The Poll found high levels of stress and anxiety being reported across the board, but young people and people of color are feeling the emotional and mental health burden the most. Similarly, a citiesRISE\(^3\) survey that included 277 Sacramento youth, implemented during phase 1 of shelter in place, found that COVID-19 has increased levels of stress, anxiety, and loneliness. Sadly, early in the shelter-in-place order, two youth died by suicide in North Sacramento/Natomas.

To reduce and mitigate the negative physical, social, and emotional effects on youth caused by COVID-19, youth development experts recommend that families and communities work together to promote the following protective factors: meet the basic needs of children, youth and families including food, shelter, and health/mental health care; ensure the presence of trusted and caring adults; ensure positive social connections - although in-person contact may be limited during COVID-19, all possible steps to minimize social isolation should be taken and; ensure the wellbeing of caregivers.

In response, the City intends to award $1,300,000 to the Grantee to establish the Youth Program for Prevention & Unified Power ("Program"). The Program seeks to increase connections to basic needs such as food, shelter and health supports for youth and families and other protective factors that are required to promote healthy youth development, such as social connections and mental health supports, that were lost or reduced due to COVID-19.

Through one-on-one case management Program staff will identify, support, and connect youth and their households to basic needs resources including referrals through a collaborative provider network to health, mental health, substance abuse treatment and more, as well as the delivery of weekly care packages that can include food, technology and supplies to support virtual activity engagement, and PPE.

To increase youth socialization and promote social emotional wellbeing, the Program will educate youth on standard COVID-19 protocols, host multiple weekly virtual activities including recreational, social, and academic focused to help mitigate learning loss due to COVID-19 disruptions. These virtual activities will include breakout rooms staffed by trained peer mentors, under the supervision of an adult, who will check-in with youth showing signs of emotional stress, including depression or anxiety and provide referrals to additional supports if needed.


On March 27, 2020, the United States enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). Section 5001 of the CARES Act established the Coronavirus Relief Fund (the “CRF”) and appropriated $150 billion to the CFR by adding section 601 to the Social Security Act. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the CRF is 21.019. The federal government awarded the City $89,623,427.20 from the CRF. The CARES Act provides that payments from the CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The City is using funds from the CRF to provide a subaward to the Grantee under this agreement. The City has determined that providing a subaward of CRF funds to the Grantee to mitigate the effects of the COVID-19 public health emergency as provided in this agreement is a necessary expenditure.

With these background facts in mind, the City and Grantee agree as follows:

1. **Term.** This agreement takes effect as described in section 10. The term of this agreement is July 1, 2020, to March 31, 2021, subject to early termination under section 7.

2. **Disbursement of Funds.** The City shall disburse to the Grantee a sum not to exceed $1,300,000 within 21 days after the effective date of this agreement. The funds disbursed by the City under this agreement are referred to as “CRF funds”.

3. **Separate Accounts.** The Grantee shall keep the CRF funds separate from all other funds under its control.

4. **Authorized Uses.** The following terms apply to the Grantee’s activities and expenditures related to this agreement:

   (a) The Grantee may expend CRF funds solely to carry out the activities listed in attachment 1 ("Authorized Activities") in accordance with the budget listed in attachment 2 ("Approved Budget"). If a term included in attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.

   (b) The Grantee may expend CRF funds only during the period between the effective date of this agreement and December 30, 2020. No later than January 11, 2021, the Grantee shall return all unexpended CRF funds to the City by check payable to the City and delivered to the City at the address shown in section 9.

   (c) The Grantee’s use of the CRF funds are subject to the restrictions set forth in the CARES Act and the United States Department of Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, dated June 30, 2020, (the “Guidance”), as the Guidance may be amended from time to time. The parties shall rely on the United States Department of the Treasury’s Coronavirus Relief Fund Frequently

(d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves in writing an alternative repayment plan.

(e) No later than March 30, 2021, the Grantee shall provide the City with a closeout report that includes all the following: (i) an itemized list of all expenditures of Grant funds; (ii) the name of each subrecipient of Grant funds; (iii) the name of each contractor who is paid with Grant funds; (iv) the amount of each subaward of Grant funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with Grant funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of Grant funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with Grant funds; (viii) a statement explaining if and how the Grantee achieved the outcomes in attachment 1, section 1(e); (ix) the information required to be reported under attachment 1, section 2; and (x) any other information that the City may request to demonstrate that the Grant funds were used solely for Authorized Activities. The Grantee shall include with the report a certification that it used the Grant funds solely for Authorized Activities.

(f) The Grantee shall not use the CRF funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using CRF funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.

(g) If the Grantee has received other CRF funds from the City or any other entity, or has received other federal funds (e.g., payroll protection act loan, etc.), Grantee shall not use the CRF funds awarded under this agreement to pay for direct or indirect costs already covered by the other federal funds or CRF fund payments.

5. Books and Records. During the term of this agreement and for five years after the City makes the last disbursement of CRF funds to the Grantee, the Grantee shall keep appropriate books, records, and accounts in connection with the CRF funds and activities performed under this agreement and is subject to the following:

(a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of CRF funds and the disbursements from CRF funds to meet eligible expenses related to the public health emergency due to COVID-19; (ii) budget records for 2019 and 2020; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19; (iv) receipts of purchases
made related to addressing the public health emergency due to COVID-19; (v) contracts and subcontracts entered into using CRF funds and all documents related to such contracts; (vi) grant subaward agreements entered into using CRF funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of CRF funds; and (x) all investigative files and inquiry reports involving CRF payments.

(b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City’s Accounting Manager (the “Accounting Manager”), the City Auditor, any independent auditor, and the United States Department of the Treasury Office of Inspector General (“OIG”) at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee’s sole cost, an independent financial audit of the Grantee’s use of the CRF funds.

(c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all CRF funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were expended for activities other than Authorized Activities in accordance with the CARES Act and the Guidance, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

6. Supervision or Discipline of Minors. The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

7. Termination. The City may terminate this agreement if the City Manager determines that:

(a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the CRF funds solely for Authorized Activities in accordance with the CARES Act and the Guidance;

(b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or
(c) There is pending litigation with respect to the performance by Grantee of any of its
duties or obligations under this agreement that may materially jeopardize or adversely
affect the undertaking of or the carrying out of the Authorized Activities.

8. **Pass-through Entity and Subrecipient Requirements.** The Grantee acknowledges that it is a
pass-through entity and subrecipient as defined in title 2 of the Code of Federal Regulations,
sections 200.74 and 200.93. In connection with its activities and expenditures related to this
agreement, the Grantee shall do the following:

(a) The Grantee shall comply with all federal laws, regulations, and terms of the Guidance
that apply to a pass-through entity and subrecipient of a subaward of a CRF payment,
including the CARES Act and title 2 of the Code of Federal Regulations, sections 200.303
(regarding internal controls) and 200.331 (pass-through entities);

(b) The Grantee shall comply with the audit requirements in title 2 of the Code of Federal
Regulations, Part 200, Subpart F;

(c) The Grantee shall comply with the provisions of Part 24 of Title 24 of the Code of
Federal Regulations, relating to the employment, engagement of services, awarding of
contracts, or funding of any contractors or subcontractors during any period of
deharment, suspension, or placement in ineligibility status;

(d) The Grantee shall enter into a written grant subaward agreement for each subaward of
CRF funds that the Grantee makes to a subrecipient;

(e) The Grantee shall enter into a written contract when it purchases real property,
personal property, or services using CRF funds; and

(f) The Grantee shall ensure that each written grant subaward agreement for a subaward
of CFR funds imposes on the subrecipient all the obligations that this agreement
imposes on the Grantee.

9. **Notices.** Any notice, request, report, or demand under this agreement must be in writing
and will be considered properly given and effective only when mailed or delivered in the
manner provided by this section 9 to the persons identified below or their successors. A
mailed notice, application, request, report, or demand will be effective or will be considered
to have been given on the third calendar day after it is deposited in the United States Mail
(certified mail and return receipt requested), addressed as set forth below, with postage
prepaid. A notice, application, request, report, or demand sent in any other manner will be
effective or will be considered properly given when actually delivered. Any party may
change its address for these purposes by giving written notice of the change to the other
party in the manner provided in this section.

*If to the City:*
City of Sacramento,  
Office of the City Manager  
915 I Street, 5th Floor  
Sacramento, California 95814  
Attention: Lindee Lane  

If to the Grantee:  

Sierra Health Foundation: Center for Program Health Management  
1321 Garden Highway, Suite 210  
Sacramento, California 95833  
Attention: Richard Dana  

10. Effective Date. This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.  

11. Indemnity. The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, “Liabilities”), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee.  

12. Insurance. During the term of this agreement, the Grantee shall maintain insurance coverage as follows:  

(a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
(b) The minimum limits of insurance required by section 12(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.

(c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and its subcontractors; products and completed operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.

(d) The policies must contain, or be endorsed to contain, the following provisions:

(1) Grantee’s insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Grantee’s insurance and does not contribute with it.

(2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.

(3) Coverage must state that Grantee’s insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(e) The Grantee shall provide the City with 30 days’ written notice of cancellation or material change in the policy language or terms.

(f) Insurance must be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 12 must be declared to and approved by the City in writing prior to execution of this agreement.

(g) The Grantee shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 9. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.

(h) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668
Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

(i) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or the Grantee otherwise ceases to be insured as required by this section 12.

(j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.

(k) The Grantee’s liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this agreement.

13. Conflicts of Interest. The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee’s performance under this agreement.


(a) Assignment. The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City’s written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 14(a) is void.

(b) Successors and Assigns. This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 14(b) does not constitute the City’s consent to any assignment of this agreement or any interest in this agreement.

(c) Interpretation. This agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.

(d) Waiver of Breach. A party’s failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party’s breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party’s waiver of the other party’s breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
(e) **Severability.** If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.

(f) **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.

(g) **Time of Essence.** Time is of the essence in performing this agreement.

(h) **Compliance with all Laws, Requirements, and Orders.** The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws.

(i) **Authority to Sign.** The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.

(j) **Tax Implications and Consequences.** The City makes no representations as to the tax consequences associated with the disbursement of CRF funds related to this agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the CRF funds disbursed to Grantee under the terms of this agreement.

(k) **Integration and Modification.** This agreement sets forth the parties’ entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

*(Signature Page Follows)*
CITY OF SACRAMENTO,  
a California municipal corporation

By: ____________________________  
Chris Conlin, Assistant City Manager

Dated: ________________, 2020

Attest  
Sacramento City Clerk

By: ____________________________  
Deputy City Clerk

Approved as to Form  
Sacramento City Attorney

By: ____________________________  
Michael Sparks  
Senior Deputy City Attorney

SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT,  
a California non-profit corporation

Digitally signed by  
Gil Alvarado  
Date: 2020.08.26  
16:59:51 -07'00'

By: ____________________________  
Gil Alvarado, Sr. VP of Finance and Administration and CFO

Dated: ________08/26____, 2020
Attachment 1
Authorized Activities

The Grantee shall use the CRF funds solely to do the following:

1. The Grantee shall implement a program to address the mental health and well being of youth ages 12-24, including depression and suicide, food insecurity, employment and education concerns that are a direct result of the COVID-19 public health emergency (the “Program”). The Grantee shall include in the Program virtual and in-person platforms to engage groups of youth that have been directly affected by the COVID-19 public health emergency and create one-on-one connections. In implementing the Program, the Grantee shall:

(a) Provide programmatic and fiscal oversight;

(b) Conduct the following activities through its employees and volunteers, contractors, or subgrantees:

(1) Organize and host at least 250 virtual group activities for youth to offset learning loss and isolation due to COVID-19 as follows:

A. The activities must include educational lessons and trainings, games, art, music, and guest speakers;

B. The activities must include virtual breakout rooms designed specifically for trained staff to check-in with youth participants one-on-one if signs of emotional stress, depression or anxiety are present;

C. The Grantee must market the activities to, and make them available to 6,000 unique youth who have suffered learning loss or isolation due to COVID-19;

D. The activities must engage at least 5,000 total unique youth participants;

E. The Grantee must emphasize recruiting youth of color to participate in the Program;

F. The Grantee must make 1 referral per 25 youth participants as part of the collaborative referral system;

G. The attendees must meet the following criteria:

(i) At least 95% must report they learned something new;
(ii) At least 95% must report a greater feeling of safety and well-being; and

(iii) At least 95% must report a new connection to an adult they can go to for resources or help.

(2) Hire and train 100 peer mentors, ages 16-24 who became unemployed due to COVID-19. Peer mentors will connect with youth participants one-on-one and work with adult staff to develop appropriate response to their needs. Peer mentors will receive specialized training for recognizing and responding to signs of emotional stress, depression, or anxiety due to COVID-19. Peer mentors and adult staff will attend a minimum of three trainings, totaling six hours, developed, and delivered by Sacramento County Office of Education (SCOE), CitiesRISE, and other providers. Trainings will include, but are not limited to, suicide prevention, trauma and resiliency, self-care, coping skills, navigating mental health, connecting with youth.

(3) Organize and deliver weekly care packages to at least 7,000 youth and their families whose financial or social emotional wellbeing has been negatively impacted by COVID-19. The care packages should include food and meals, personal protective equipment (“PPE”), supplies for virtual activities, and educational resources; and

(c) Establish and oversee a collaborative referral system to address the immediate needs of youth impacted by COVID-19, such as mental health, education supports, food, substance abuse, and suicide prevention.

2. The Grantee shall document and report the information in this Section 2 to assist the City in measuring the effectiveness and outcomes of the Program and the Grantee’s performance under this agreement. The Grantee shall attach to the report a certification that the funds received under this agreement were used only for Authorized Activities. The report must include the following:

(a) Detailed statement explaining how the funds for Authorized Activities were used;

(b) Detailed statement explaining approach and evidence-based assessment of effectiveness of Program participant recruitment;

(c) Number of youth served by virtual activities;

(d) Number of youth served by virtual breakout rooms;

(e) Survey results to determine participant outcomes;
(f) Number of care packages delivered, and breakdown of items delivered;

(g) Number of youth hired and trained as peer mentors and average weekly hours;

(h) Overall number of youth and their household whose financial or social emotional wellbeing were negatively impacted by COVID-19 served by any Program component;

(i) Number of mental health referrals made;

(j) Number of other referrals made;

(k) Detailed statement explaining approach and evidence-based assessment of collaborative referral network effectiveness;

(l) Survey results that assess the use of referral network by subrecipients and contractors;

(m) Number of full-time equivalent employees supported with funding under this agreement;

(n) Survey results that assess the impact of staff training;

(o) Numbers and types of PPE disseminated;

(p) The report must also include any other information the City may request.

3. The Grantee and its existing evaluator shall work in partnership with a city-selected consultant to do the following:

(a) Produce a written report to serve as a component of the larger closeout report in section 4(e) summarizing the results from the outcome evaluation.
Attachment 2
Budget

The costs identified in this budget are allowable costs only if they are necessary expenditures incurred due to the COVID-19 public health emergency.

Youth Program Of Prevention & Unified Power

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Budget Request</th>
<th>Budget Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director @20%</td>
<td>$13,000.00</td>
<td>.20 FTE Director to oversee program</td>
</tr>
<tr>
<td>Program Associate</td>
<td>$25,709.00</td>
<td>1 FTE Program Associate to coordinator program</td>
</tr>
<tr>
<td>Tax &amp; Benefits @ 33%</td>
<td>$12,774.00</td>
<td>Fringe benefits at 33%</td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td><strong>$51,483.00</strong></td>
<td>Personnel Costs and Benefits</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Personnel &amp; Consultants</th>
<th>Budget Request</th>
<th>Budget Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Equipment</td>
<td>$10,000.00</td>
<td>PPE items (masks, hand sanitizer, etc.), technology and communications support (equipment, zoom accounts); school supplies</td>
</tr>
<tr>
<td>Evaluation</td>
<td>$15,000.00</td>
<td>External evaluation</td>
</tr>
<tr>
<td>Communications</td>
<td>$17,335.00</td>
<td>Videos and stories to support youth health, including COVID-19 awareness</td>
</tr>
<tr>
<td>Community Partners</td>
<td>$1,083,000.00</td>
<td>24 partners at $7000 per month; 2 partners at $5,000 per month to operate program; $15,000 for special activities, such as holiday events.</td>
</tr>
<tr>
<td>Trainings</td>
<td>$5,000.00</td>
<td>Trainings will include, but not limited to, mental health, self-awareness, education, virtual platform, identification of depression.</td>
</tr>
<tr>
<td><strong>Total Non-Personnel</strong></td>
<td><strong>$1,130,335.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total Direct: $1,181,818.00

Indirect @10%: $118,182.00

10 percent indirect cost: Includes contract financial and administrative oversight, which includes administering an application process, preparing payments, and monitoring contract compliance.

Total Budget: $1,300,000.00

Total Direct Costs + Total Indirect Cost