

### **Grant Agreement**

This grant agreement (the "Grant Agreement"), which is dated as of November 9, 2021 (the "Effective Date") and is between the County of San Mateo (the "County") and Mission Asset Fund ("MAF"), (collectively, the "Parties"), contains the terms and conditions of a grant in the amount of THREE MILLION TWO HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$3,225,150) (the "Grant") from the County, from the Children's Health Initiative Fund, to MAF.

By signing this Grant Agreement, the Parties agree to the following terms and conditions regarding the Grant.

#### **1. Grant Purpose & Disbursement**

The charitable purpose of this Grant is to support the MAF Immigrant Families Recovery Fund (the "Fund") with respect to its service to families in San Mateo County. The Fund provides financial assistance to families that are ineligible for the federal child tax credit and the purpose of this Grant is to support the Fund's work in San Mateo County.

The Grant shall be disbursed as follows:

- a. ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$1,225,150) will be paid by the County to MAF upon due execution of this Agreement by each Party. The remaining TWO MILLION DOLLARS (\$2,000,000) will be paid by the County to MAF upon receipt by the County of progress reports from MAF documenting enrollment in the Grant program of at least 500 San Mateo County families and program participation by at least 450 families who meet all the requirements of the program for a minimum of twelve months. MAF will apply the Grant funding provided through this Agreement to provide financial support to a cohort of at least 500 San Mateo County families, as more specifically described below. Of the total grant funds, the following amounts may be used to fund technology and personnel associated with training/family support and evaluation, with the remainder used for cash distribution to San Mateo County families:

<b><u>Time period</u></b>	<b><u>Maximum amount</u></b>
January 1- December 31, 2022	\$107,515
January 1- December 31, 2023	\$110,000
January 1- December 31, 2024	\$105,000

- b. MAF will distribute the Grant funds to San Mateo County families after it has identified, pre- screened and prioritized selected recipients for the Grant program through its web platform, as set forth below.

- c. The Grant funds must be distributed to eligible selected recipients who reside in San Mateo County as soon as possible, but no later than December 31, 2024.
- d. MAF will contact San Mateo County families that are likely to be eligible for the Grant program based on information that they previously provided to MAF for prior programming. These families will be invited to complete an application on MAF's website, confirming their residency in the County, household size, and that their average monthly household income falls within the financial eligibility criteria for the Federal Child Tax Credit and that the applicant household would otherwise be eligible for the Federal Child Tax Credit (e.g., the household has a child who is not older than 18 years old), as well as their ineligibility to receive that federal benefit. As part of the application process, the applicant would be required to upload government-issued identification and confirm the mode of payment for financial assistance (i.e., direct deposit into a checking account, issuance of a paper check, or issuance of a pre-paid debit card). The application will be available in four languages: English, Spanish, Tagalog and Chinese.
- e. During the selection process, MAF will prioritize eligible applicants based on criteria that further equity by prioritizing those with greatest level of need. These criteria will include a preference for those households with children under the age of 6, and those with significant levels of identified need, which may include recent loss of income, large numbers of dependents, illness or disability, or other particular hardships.
- f. MAF will then select and approve applications based on the process and criteria described above. Once an application is approved, MAF will deposit grant funds into the applicant's bank account or issue a paper check or prepaid debit card to the applicant on the first day of the month following the date of approval of the application, and monthly thereafter for a period of either 12 or 24 months (program participants will be randomly assigned to a cohort).
- g. Those who are selected to receive assistance (individuals or families who share finances) based on an assessment of demonstrated need will receive \$400 per household per month for up to 24 months.
- h. MAF will develop and implement a process to ensure continuing eligibility of fund recipients during the full term of the Agreement. In the event a program participant is no longer eligible based on the eligibility criteria listed above (e.g., due to moving out of San Mateo County, no longer having a child in the household, change in financial eligibility, change in eligibility for the Federal Child Tax Credit) , MAF will assume full costs for the client and San Mateo County funds will no longer be used to support the program participant.

## **2. Grant Period**

This Grant Agreement shall commence on the Effective Date of this Grant Agreement and terminate on December 31, 2024, unless earlier terminated by the County ("Grant Period").

## **3. No Administrative Fee**

There will be no administrative fees charged by MAF associated with the Grant. Grant funds will be used for distribution of monthly financial support to qualified San Mateo County residents, and technology and personnel costs as described herein.

## **4. Use of Grant Funds, Restricted to Charitable Purposes**

MAF acknowledges that this Grant Agreement is a contract with the County for the public purposes stated herein. MAF shall use the Grant funds only as stated herein unless MAF receives prior written permission from the County. MAF shall repay to the County all Grant funds that are not used for the purpose of this Grant.

## **5. Unexpended Funds**

If there remain any unexpended Grant funds in the Fund when the term of this Grant Agreement ends and no more individuals in need of support pursuant to the eligibility criteria set forth section 1.e. above have been identified at this time, MAF shall provide written notice to the County, and the County, upon written request to MAF shall be entitled to receive the unexpended funds.

## **6. Reporting Requirements**

MAF shall provide written reports at least annually, with reports to the County by December 15, 2022 for the first report and December 15, 2023 and 2024, respectively for the second and third reports. These reports shall detail the number of invitations sent to individuals to apply for financial support through the Fund, the number of completed applications received by MAF, the number of applicants deemed eligible for the Grant program, the number of families who received payments through the Grant funds, the number of families with a child under the age of six, the number of enrolled s no longer supported by San Mateo County funding due to becoming ineligible for the program prior to the 24<sup>th</sup> month of enrollment, the total amount of payments received by each participant through the date of the report, the duration of program participation for each participant and information regarding recipients of Grant funds, location of their residence (by city or unincorporated area, and any other information reasonably requested by the County). The final report to the County shall document key learnings from the program.

These reports should be directed to:

Srija Srinivasan, Deputy Chief, San Mateo County Health  
ssrinivasan@smcgov.org

## **7. Recordkeeping & Audit**

MAF shall treat Grant funds as restricted assets and shall maintain books to show the Grant funds separately. MAF shall keep adequate records to substantiate its expenditures of Grant funds and compliance with the terms of this Grant Agreement. MAF shall make these books and records available to the County at reasonable times for review and audit, and shall comply with all reasonable requests of the County for information and interviews regarding use of the Grant. MAF shall keep copies of all relevant books and records and all reports to the County for at least three (3) years after full expenditure of the Grant funds, and such books and records shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

## **8. Prohibited Activities**

MAF may not use the Grant (a) for any purpose other than the Grant purpose set forth in this Agreement; (b) to carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code); (c) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code); and (d) for any purpose that is inconsistent with Section 501(c)(3) of the United States Internal Revenue Code.

## **9. Compliance with Laws**

All services to be performed by MAF pursuant to this Grant Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Grant Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Grant Agreement.

## **10. Non-Discrimination & Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Grant Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or

mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

MAF shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Grant Agreement. MAF's equal employment policies shall be made available to the County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

MAF shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Grant Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

MAF shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the MAF employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Grant Agreement as if fully set forth here, and MAF shall abide by the requirements of 41 C.F.R. 60- 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

MAF certifies that no finding of discrimination has been issued in the past 365 days against it by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against MAF within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, MAF shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Grant Agreement. Failure to comply with this section shall constitute a material breach of this Grant

Agreement and subjects the Grant Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions (MAF)**

MAF shall report to the County Manager (identified below) the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this section of the Grant Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified MAF that such charges are dismissed or otherwise unfounded. Such notification shall include a general description •Of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Grant Agreement shall be considered a breach of this Grant Agreement and subject MAF to penalties, to be determined by the County Manager, including but not limited to the following: (1) termination of this Grant Agreement; (2) disqualification of MAF from being considered for or being awarded a County contract for a period of up to 3 years; (3) liquidated damages of \$2,500 per violation; and/or (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this subsection, the County Manager shall have the authority to offset all or any portion of the amount described in this section against amounts due to MAF under this Grant Agreement or any other agreement between MAF and the County.

**h. Compliance with County's Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, MAF certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**i. Compliance with County's Contractor Employee Jury Service Ordinance**

MAF shall comply with Chapter 2.85 of the County's Ordinance Code, which states that contractors shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received

for such jury service with MAF or that MAF may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, MAF certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if MAF has no employees in San Mateo County, it is sufficient for MAF to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, MAF certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

#### **11. Termination**

This Grant Agreement may be terminated by the County at any time without a requirement of good cause upon fourteen (14) days' advance written notice to MAF.

#### **12. Indemnification**

MAF hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its officers, directors, trustees, employees, representatives, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the Grant, the application of funds furnished pursuant to the Grant, the program or project funded or financed by the Grant or in any way relating to the subject of this Grant Agreement, except to the extent that such claims, liabilities losses or expenses arise from or in connection with any act or omission of the County, its officers, directors, employees, representatives or agents. This paragraph shall survive the termination of this Grant Agreement.

#### **13. Assignment**

This Grant Agreement is not assignable by MAF, either in whole or in part, without the express consent of the County in the form of a formal written amendment. The requirements of this Section do not apply to any agreements that MAF may execute with vendors to ensure the distribution of Grant Funds to recipients via direct deposit, paper checks or prepaid debit cards and the County consents to any assignments related specifically to such functions.

#### **14. Governing Law & Jurisdiction**

The validity of this Grant Agreement and of its terms, the rights and duties of the Parties under this Grant Agreement, the interpretation of this Grant Agreement, the performance of this Grant Agreement, and any other dispute of any nature arising out of this Grant Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Grant Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **15. Integration & Modification**

This Grant Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties regarding the MAF Family Recovery Fund, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Grant Agreement may not be altered, amended, modified or otherwise changed in any respect except by a writing duly executed by the Parties, or their respective authorized representative(s).

#### **16. Severability**

In the event that, at any time subsequent to the execution of this Grant Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

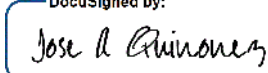
#### **17. Counterparts**

This Grant Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one agreement.



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this Grant Agreement as of the Effective Date set forth above.

**For Mission Asset Fund:**

<div>DocuSigned by:  9D456390E0834D7... Contractor Signature</div>	<div>10/29/2021   4:23 PM PDT _____ Date</div>	<div><b><u>Jose Quinonez</u></b> <b><u>Founder &amp; CEO</u></b> Contractor Name (please print)</div>
---	--	---

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board