

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

SAN FRANCISCO-MARIN FOOD BANK

Contract ID: 100037425

This Agreement is made as of October 30, 2025, in the City and County of San Francisco, State of California, by and between San Francisco-Marin Food Bank, 900 Pennsylvania Avenue, San Francisco, California 94107 (“Contractor”) and the City and County of San Francisco, a municipal corporation (“City”) acting by and through the San Francisco Human Services Agency (“Department”).

Recitals

WHEREAS, approximately 112,000 San Franciscans rely on federal food support through the Supplemental Nutritional Assistance Program, known in California as CalFresh; and

WHEREAS, CalFresh is a cornerstone of the City’s food security network and contributes directly to the local economy through grocery and retail spending; and

WHEREAS, the ongoing federal government shutdown has created an anticipated suspension of November CalFresh benefits for approximately 112,000 San Franciscans; and

WHEREAS, San Francisco residents and businesses could lose approximately \$20 million in monthly CalFresh benefits; and

WHEREAS, the sudden, unforeseeable, and unexpected loss in approximately \$20 million in monthly CalFresh benefits is an emergency that necessitates immediate action to maintain the public health and welfare of San Franciscans under Administrative Code Section 21.15(a)(1); and

WHEREAS, the City will provide emergency aid to stabilize food access and local economic activity; and

WHEREAS, consistent with Administrative Code Section 21.15(b), the Department’s Executive Director seeks to contract with Contractor to provide direct cash assistance for food purchases using GiveCard’s prepaid card platform as described in Appendix A; and

WHEREAS, the direct cash assistance will provide direct aid to approximately 82,000 San Francisco households, encompassing seniors, people with disabilities, families with children, and workers with very low or unstable incomes; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.15; and

WHEREAS, this Agreement is for an emergency under Section VI. Emergency Procedures of the 2023 Policy of the Civil Service Commission on Personal Service Contracts; and

WHEREAS, this Agreement is deemed exempt from Chapter 14B of the San Francisco Administrative Code because under Administrative Code Section 21.15(b)(3) emergency agreements are not subject to the provisions of the Municipal Code imposing obligations or other restrictions on contractors, and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, on October 29, 2025, in accordance with Administrative Code Section 21.15(b)(4), the Human Services Commission’s President provided written approval of this Agreement as described in Appendix B; and

WHEREAS, the Department will obtain Board of Supervisors approval as soon as feasible in accordance with Administrative Code Section 21.15(b)(4); and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through the Department.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means San Francisco-Marin Food Bank, 900 Pennsylvania Avenue, San Francisco, California 94107.

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means City and Contractor either individually or collectively.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on October 30, 2025 and expire on December 31, 2025, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum

amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. The maximum not to exceed amount for this Agreement is **Nine Million, One Hundred Thousand Dollars (\$9,100,000)** for the period of **October 30, 2025 through December 31, 2025**, the budget detail of which appears in Appendix C, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor’s obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City’s withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. [Reserved]

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit <https://www.sf.gov/get-paid-your-vendor-services>

(b) At the option of City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Grant Funded Contracts. [Reserved]

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved. (Payment Discount Terms)**

3.3.9 Cost of Doing Business Adjustment. [Reserved]

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages. [Reserved]

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, “Scope of Services.”** Officers and employees of City are not authorized to request, and City is not required to compensate, for Services beyond those stated.

4.2 Qualified Personnel. Contractor shall utilize only competent personnel who possess the degree of skill and care required by current and sound professional procedures and practices and who are under the supervision of, and in the employment of, Contractor (or Contractor’s authorized subcontractors) to perform the Services. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate

the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City’s execution of this Agreement constitutes its approval of subcontractor: GiveCard, 611 South DuPont Highway Suite 102, Dover, DE 19901.

4.3.2 Contractor and Subcontractor will include an intended third party beneficiary clause in subcontracts. The clause text will either be 1) “The parties agree that the City and County of San Francisco is an intended third party beneficiary to this agreement, with rights to enforce the obligations within as if they were a direct party to this agreement.” or 2) a substantially similar clause with an enforcement right.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or

arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys’ fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Reserved. (Liquidated Damages)**

4.8 **Reserved. (Bonding Requirements)**

4.9 **Reserved. (Fidelity Bond)**

4.10 **Reserved. (Emergency - Priority 1 Service.)**

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers’ Compensation Liability Insurance, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance. **[Reserved]**

(e) Technology Errors and Omissions Liability Insurance. **[Reserved]**

(f) Cyber and Privacy Liability Insurance. **[Reserved]**

(g) Pollution Liability Insurance. **[Reserved]**

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) Pollution Liability Insurance. **[Reserved]**

5.1.3 Waiver of Subrogation. The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance. **[Reserved]**

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as

of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor’s direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this

Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief, reorganization, arrangement, or any other petition in bankruptcy, for liquidation, or to take advantage of any bankruptcy, insolvency, or other debtors’ relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up, or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrance at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.4	Audit and Inspection of Records		

3.5	Submitting False Claims	11.7	Agreement Made in CA; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables. [Reserved]

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History. [Reserved]**

10.5 **Nondiscrimination Requirements. [Reserved]**

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance. [Reserved]**

10.7 **Minimum Compensation Ordinance. [Reserved]**

10.8 Health Care Accountability Ordinance. [Reserved]**10.9 First Source Hiring Program. [Reserved]**

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Slavery Era Disclosure. [Reserved]**10.13 Working with Minors. [Reserved]****10.14 Consideration of Criminal History in Hiring and Employment Decisions.[Reserved]****10.15 Nonprofit Contractor Requirements.**

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in

compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. [Reserved]

10.17 Distribution of Beverages and Water. [Reserved]

10.18 Tropical Hardwood and Virgin Redwood Ban. [Reserved]

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Name: Human Services Agency Title: Director of Contracts, GB00 Agency: Human Services Agency Address: POB 7988, GB00, San Francisco, CA 94120-7988
To Contractor:	Name: Tanis Crosby Title: Executive Director Company: San Francisco-Marin Food Bank Address: 900 Pennsylvania Avenue, San Francisco, CA 94107 Email: tcrosby@sfmfoodbank.org Phone: (415) 629-6400

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition

on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Information and Communication Technology Accessibility.
[Reserved]

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor’s performance of Services, and City’s payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor’s compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract, including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of City’s Charter, codes, ordinances, and duly adopted rules and regulations of the City and of all state and federal laws in any manner affecting the performance of this Agreement, and must at all times

comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms. [Reserved]

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Payment Card Industry (“PCI”) Requirements. [Reserved]

13.3 Business Associate Agreement. [Reserved]

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 Signature

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

San Francisco-Marín Food Bank

DocuSigned by:
Trent Rhorer
9753A8870BB74EE... 10/31/2025
Trent Rhorer
Executive Director
Human Services Agency

DocuSigned by:
Michael Braude
15FE19450F42413... 10/31/2025
Michael Braude
Chief Financial Officer

Approved as to Form:

Cell Phone: (628) 272-8542
Email: mbraude@sfmfoodbank.org

David Chiu
City Attorney

City Supplier Number: 0000011589

By: DocuSigned by:
Valerie Lopez
89BF368A54804A6... 10/31/2025
Valerie J. Lopez
Deputy City Attorney

Appendices:

- Appendix A, Scope of Services
- Appendix B, Human Services Commission Approval
- Appendix C, Calculation of Charges

**Appendix A – Scope of Services
 San Francisco-Marín Food Bank
 CalFresh Stopgap Emergency Gift Card Initiative
 October 30, 2025 – December 31, 2025**

I. Purpose of Contract

Provide and manage direct cash assistance for food purchases using GiveCard’s prepaid platform to low-income San Francisco CalFresh residents.

II. Definitions

CalFresh	Known federally as the Supplemental Nutrition Assistance Program or SNAP; provides monthly food benefits to individuals and families with low-income.
CARBON	Department’s web-based Contracts Administration, Reporting, and Billing On-line System.
Crankstart	Crankstart Foundation, co-funder of this initiative with the City.
City	City and County of San Francisco, a municipal corporation.
Contractor	San Francisco-Marín Food Bank (SFMFB).
Subcontractor	GiveCard.
SFHSA	San Francisco Human Services Agency.

III. Target Population

This program is designed to serve San Francisco residents with active CalFresh assistance as of October 31, 2025.

IV. Description of Services

SFMFB/Contractor shall provide the following services during the term of this Agreement:

- Receive and manage contracted funds from Crankstart and the City (via SFHSA).
- Complete GiveCard’s Know Your Customer (KYC) onboarding form (approximately 15 minutes) to verify organizational identity for compliance purposes.
- Authorize GiveCard to open a dedicated custodial bank account “on behalf of SFMFB” to hold and distribute funds. This means that while the account belongs to SFMFB as do the funds within the account, GiveCard is authorized to be an agent of the account, allowing GiveCard to transfer funds out of the account (when GiveCard transfers funds onto the cards of recipients).
- Contract with GiveCard to issue prepaid gift cards to individuals identified by the City.
- Coordinate with the City on timelines and public communication alignment.
- Review periodic transaction and reconciliation reports from GiveCard.
- Support reporting to Crankstart.

GiveCard/Subcontractor shall provide the following services during the term of this Agreement:

- Have a gift card policy that ensures separation of duties as well as secure and safe holding to prevent theft or loss.
- Facilitate SFMFB's KYC onboarding and maintain compliance documentation.
- Open and manage a Sutton Bank custodial account for the program, holding funds "on behalf of SFMFB." (This means that whilst the account belongs to SFMFB as do the funds within the account, GiveCard is authorized to be an agent of the account, allowing GiveCard to transfer funds out of the account (when they transfer funds onto the cards of recipients).
- Issue prepaid cards (digital and physical) and load balances based on recipient data received from the City.
- Provide customer service to cardholders, including support for lost cards, balance inquiries, and troubleshooting.
- Mail physical cards upon request and manage related logistics.
- Maintain transaction data and provide reconciliation and compliance reports to SFMFB.
- Ensure adherence to federal and state regulations.

V. Location and Time of Services

Prepaid gift cards shall be issued starting November 3, 2025.

VI. Service Objectives

During the contract term, SFMFB shall meet the following service objectives:

- Issue 100% of activated gift cards to eligible San Franciscans.

VII. Data Collection and Reporting Requirements

- A. SFMFB to provide SFHSA with periodic transaction and balance data information, received from GiveCard, for programmatic oversight.
- B. Daily tracking of activation rates, and support volume by GiveCard.
- C. SFMFB to provide SFHSA with progress updates on a daily basis during the first week of program implementation then weekly thereafter.
- D. SFMFB to provide SFHSA with reconciliation reports on a weekly basis or as requested by SFHSA. Reconciliation reports shall include, but are not limited to, the following:
 - Master list of all activated gift card serial numbers and associated activation code, and
 - Remaining balance on hand.
- E. SFMFB to provide SFHSA with one end-of-program report no later than January 15, 2026. The end-of-program report shall include, but is not limited to, the following:

- Participation rates,
- Amount of distributed funds,
- Client feedback,
- Fraud and misuse summaries,
- Unspent balances.

F. SFMFB will provide Ad Hoc reports as required by SFHSA.

For assistance with reporting requirements or submission of reports, contact:

Jennifer.Grant@sfgov.org
Contract Manager, Office of Contract Management, SFHSA

or

Cathy.Huang@sfgov.org
Program Manager, Citywide Food Access Team, SFHSA



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

**Human
Services
Commission**

October 29, 2025

Esperanza Zapien
Contract Manager, SFHSA
SENT VIA EMAIL esperanza.zapien@sfgov.org

RE: Commission approval of emergency contract

Scott Kahn
President

To whom it may concern:

James McCray, Jr
Vice President

Sally Coghlan McDonald

Darshan Singh

Per Section 21.15 of the San Francisco Administrative Code, in my authority as President of the Human Services Commission, I approve the emergency contract between the Human Services Agency (“SFHSA”) and the San Francisco-Marin Food Bank (“SFMFB”) for the purposes of providing prepaid grocery cards, in partnership with GiveCard, to CalFresh recipients for the month of November. This service is needed on an emergency basis in order to replace the CalFresh benefits that will not be paid to recipients on November 1st due to the federal government shutdown.

Elizabeth LaBarre
Commission Secretary

A handwritten signature in cursive script that reads "Scott L. Kahn".

Scott Kahn
President, Human Services Commission

P.O. Box 7988
San Francisco, CA
94120-7988

(415) 557-6540

www.SFHSA.org



City and County
of San Francisco

Appendix C – Calculation of Charges
San Francisco-Marin Food Bank
CalFresh Stopgap Emergency Gift Card Initiative
October 30, 2025 – December 31, 2025

- I.** The total Agreement amount shall not to exceed \$9,100,000 for the term 10/30/25 through 12/31/25.
 - a. \$100,000 will cover the cost of physical cards (approximately 20,000 physical cards). The cost of each physical card is \$5. Should more physical cards be requested, the Contractor shall use funding from the unclaimed gift card line item to cover the cost of any additional cards.

- II.** SFHSA will issue an advance payment to Contractor to allow for the pre-purchase of gift cards for distribution to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions. The advance payment will be made only from the City contribution. If the federal government distributes Supplemental Nutrition Assistance Program (SNAP) benefits, or if the State of California issues state-funded benefits to replace lost SNAP benefits, prior to SFHSA mailing CalFresh recipients their gift card letters, then the program will end and the only payments allowable under this Agreement will be for any purchased physical gift cards.

- III.** Any unspent funds from the advance payment based on the weekly reconciliation reports as outlined in section VII of the Appendix A, shall be returned to SFHSA no later than thirty (30) calendar days following the closing date of this Agreement.

AGENCY CUSTOMER ID: 01196249

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Relation Insurance Services, Inc.		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

7/1/2025-7/1/2026
 Philapelia Insurance Companies
 Limits:
 Each Abusive Conduct Limit: \$1,000,000
 Aggregate: \$1,000,000

**Appendix A – Scope of Services
 San Francisco-Marín Food Bank
 CalFresh Stopgap Emergency Gift Card Initiative
 October 30, 2025 – December 31, 2025**

I. Purpose of Contract

Provide and manage direct cash assistance for food purchases using GiveCard’s prepaid platform to low-income San Francisco CalFresh residents.

II. Definitions

CalFresh	Known federally as the Supplemental Nutrition Assistance Program or SNAP; provides monthly food benefits to individuals and families with low-income.
CARBON	Department’s web-based Contracts Administration, Reporting, and Billing On-line System.
Crankstart	Crankstart Foundation, co-funder of this initiative with the City.
City	City and County of San Francisco, a municipal corporation.
Contractor	San Francisco-Marín Food Bank (SFMFB).
Subcontractor	GiveCard.
SFHSA	San Francisco Human Services Agency.

III. Target Population

This program is designed to serve San Francisco residents with active CalFresh assistance as of October 31, 2025.

IV. Description of Services

SFMFB/Contractor shall provide the following services during the term of this Agreement:

- Receive and manage contracted funds from Crankstart and the City (via SFHSA).
- Complete GiveCard’s Know Your Customer (KYC) onboarding form (approximately 15 minutes) to verify organizational identity for compliance purposes.
- Authorize GiveCard to open a dedicated custodial bank account “on behalf of SFMFB” to hold and distribute funds. This means that while the account belongs to SFMFB as do the funds within the account, GiveCard is authorized to be an agent of the account, allowing GiveCard to transfer funds out of the account (when GiveCard transfers funds onto the cards of recipients).
- Contract with GiveCard to issue prepaid gift cards to individuals identified by the City.
- Coordinate with the City on timelines and public communication alignment.
- Review periodic transaction and reconciliation reports from GiveCard.
- Support reporting to Crankstart.

GiveCard/Subcontractor shall provide the following services during the term of this Agreement:

- Have a gift card policy that ensures separation of duties as well as secure and safe holding to prevent theft or loss.
- Facilitate SFMFB's KYC onboarding and maintain compliance documentation.
- Open and manage a Sutton Bank custodial account for the program, holding funds "on behalf of SFMFB." (This means that whilst the account belongs to SFMFB as do the funds within the account, GiveCard is authorized to be an agent of the account, allowing GiveCard to transfer funds out of the account (when they transfer funds onto the cards of recipients).
- Issue prepaid cards (digital and physical) and load balances based on recipient data received from the City.
- Provide customer service to cardholders, including support for lost cards, balance inquiries, and troubleshooting.
- Mail physical cards upon request and manage related logistics.
- Maintain transaction data and provide reconciliation and compliance reports to SFMFB.
- Ensure adherence to federal and state regulations.

V. Location and Time of Services

Prepaid gift cards shall be issued starting November 3, 2025.

VI. Service Objectives

During the contract term, SFMFB shall meet the following service objectives:

- Issue 100% of activated gift cards to eligible San Franciscans.

VII. Data Collection and Reporting Requirements

- A.** SFMFB to provide SFHSA with periodic transaction and balance data information, received from GiveCard, for programmatic oversight.
- B.** Daily tracking of activation rates, and support volume by GiveCard.
- C.** SFMFB to provide SFHSA with progress updates on a daily basis during the first week of program implementation then weekly thereafter.
- D.** SFMFB to provide SFHSA with reconciliation reports on a weekly basis or as requested by SFHSA. Reconciliation reports shall include, but are not limited to, the following:
 - Master list of all activated gift card serial numbers and associated activation code, and
 - Remaining balance on hand.
- E.** SFMFB to provide SFHSA with one end-of-program report no later than January 15, 2026. The end-of-program report shall include, but is not limited to, the following:

- Participation rates,
- Amount of distributed funds,
- Client feedback,
- Fraud and misuse summaries,
- Unspent balances.

F. SFMFB will provide Ad Hoc reports as required by SFHSA.

For assistance with reporting requirements or submission of reports, contact:

Jennifer.Grant@sfgov.org
Contract Manager, Office of Contract Management, SFHSA

or

Cathy.Huang@sfgov.org
Program Manager, Citywide Food Access Team, SFHSA



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

**Human
Services
Commission**

October 29, 2025

Esperanza Zapien
Contract Manager, SFHSA
SENT VIA EMAIL esperanza.zapien@sfgov.org

RE: Commission approval of emergency contract

Scott Kahn
President

To whom it may concern:

James McCray, Jr
Vice President

Sally Coghlan McDonald

Darshan Singh

Per Section 21.15 of the San Francisco Administrative Code, in my authority as President of the Human Services Commission, I approve the emergency contract between the Human Services Agency (“SFHSA”) and the San Francisco-Marin Food Bank (“SFMFB”) for the purposes of providing prepaid grocery cards, in partnership with GiveCard, to CalFresh recipients for the month of November. This service is needed on an emergency basis in order to replace the CalFresh benefits that will not be paid to recipients on November 1st due to the federal government shutdown.

Elizabeth LaBarre
Commission Secretary

A handwritten signature in cursive script that reads "Scott L. Kahn".

Scott Kahn
President, Human Services Commission

P.O. Box 7988
San Francisco, CA
94120-7988

(415) 557-6540

www.SFHSA.org



City and County
of San Francisco

Appendix C – Calculation of Charges
San Francisco-Marin Food Bank
CalFresh Stopgap Emergency Gift Card Initiative
October 30, 2025 – December 31, 2025

- I.** The total Agreement amount shall not to exceed \$9,100,000 for the term 10/30/25 through 12/31/25.
 - a. \$100,000 will cover the cost of physical cards (approximately 20,000 physical cards). The cost of each physical card is \$5. Should more physical cards be requested, the Contractor shall use funding from the unclaimed gift card line item to cover the cost of any additional cards.

- II.** SFHSA will issue an advance payment to Contractor to allow for the pre-purchase of gift cards for distribution to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions. The advance payment will be made only from the City contribution. If the federal government distributes Supplemental Nutrition Assistance Program (SNAP) benefits, or if the State of California issues state-funded benefits to replace lost SNAP benefits, prior to SFHSA mailing CalFresh recipients their gift card letters, then the program will end and the only payments allowable under this Agreement will be for any purchased physical gift cards.

- III.** Any unspent funds from the advance payment based on the weekly reconciliation reports as outlined in section VII of the Appendix A, shall be returned to SFHSA no later than thirty (30) calendar days following the closing date of this Agreement.