

File No. 260211

Committee Item No. 3

Board Item No. 19

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 25, 2026

Board of Supervisors Meeting Date April 7, 2026

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
|                                     |                                     | • Original Contract 10/30/2025               |
|                                     |                                     | • Amendment No. 1/30/2026                    |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Notice of Award/Award Letter                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Statement on Retroactivity                   |

#### OTHER (Use back side if additional space is needed)

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|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CSC Approval DHRPSC0005867 11/3/2025</u>     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HSA Statement on Retroactivity 3/20/2026</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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Completed by: Brent Jalipa Date March 19, 2026

Completed by: Brent Jalipa Date April 2, 2026

1 [Contract and Amendment - Retroactive -San Francisco-Marin Food Bank - CalFresh Stopgap  
2 Emergency Gift Card Initiative - Not to Exceed \$9,100,000]

3 **Resolution retroactively approving a Contract between the City and County of San**  
4 **Francisco, acting by and through the Human Services Agency, and the San Francisco-**  
5 **Marin Food Bank for the provision of the CalFresh Stopgap Emergency Gift Card**  
6 **Initiative, for a term of two months from October 30, 2025, through December 31, 2025,**  
7 **for a total not to exceed amount of \$9,100,000; and retroactively approving Amendment**  
8 **No. 1 adding repayment instructions, as well as revised repayment and reporting,**  
9 **effective January 30, 2026.**

10  
11 WHEREAS, Mayor Daniel Lurie partnered with the Board of Supervisors and the  
12 Crankstart Foundation to ensure that 82,000 San Francisco families receiving Supplemental  
13 Nutrition Assistance Program (SNAP) benefits, known in California as CalFresh, would  
14 receive much-needed food assistance; and

15 WHEREAS, The Board of Supervisors passed an Ordinance appropriating \$9,100,000  
16 from the State and Federal Revenue Risk Reserve to the Human Services Agency for  
17 CalFresh (SNAP) Benefits Backfill in Fiscal Year 2025-2026 on November 10, 2025, under  
18 File No. 251079; and

19 WHEREAS, For the first time in 60 years, and one month into the federal government  
20 shutdown, there was an anticipated suspension of November CalFresh benefits for  
21 approximately 112,000 San Franciscans; and

22 WHEREAS, San Francisco residents and businesses were projected to lose  
23 approximately \$20,000,000 in monthly CalFresh benefits; and

24 WHEREAS, The sudden, unforeseeable, and unexpected loss in approximately \$20  
25 million in monthly CalFresh benefits was an emergency that necessitated immediate action to

1 maintain the public health and welfare of San Franciscans under Administrative Code,  
2 Section 21.15(a)(1); and

3 WHEREAS, The City, by and through its Human Services Agency, contracted with the  
4 San Francisco-Marin Food Bank to provide direct cash assistance for food purchases using  
5 GiveCard’s prepaid platform to low-income San Francisco CalFresh residents; and

6 WHEREAS, The Human Services Agency utilized Administrative Code 21.15  
7 Emergency Procurement Procedures to expedite the contract for these services; and

8 WHEREAS, Administrative Code, Section 21.15(b)(4), states that when a department  
9 head contracts directly for Commodities or Services necessary to respond to an emergency,  
10 the department head, if the emergency permits, shall secure the written approval of the  
11 president of the board or commission concerned; and

12 WHEREAS, On October 29, 2025, the President of the Human Services Commission  
13 approved in writing the emergency contract between the Human Services Agency and the  
14 San Francisco-Marin Food Bank for the purposes of providing prepaid grocery cards, in  
15 partnership with GiveCard, to CalFresh recipients for the month of November 2025; and

16 WHEREAS, The contract is consistent with the Civil Service Commission approval  
17 obtained on November 3, 2025, under Personal Service Contract No. DHRPSC0005867; and

18 WHEREAS, The City, by and through its Human Services Agency, has entered into the  
19 Contract with San Francisco-Marin Food Bank; and

20 WHEREAS, The City, by and through its Human Services Agency, amended the  
21 contract agreement with San Francisco-Marin Food Bank to add repayment instructions, as  
22 well as revised repayment and reporting; and

23 WHEREAS, The City, by and through its Human Services Agency, entered into an  
24 Amendment with San Francisco-Marin Food Bank on January 30, 2026; and  
25



**Item 3**  
**File 26-0211**

**Department:**  
Human Services Agency

## EXECUTIVE SUMMARY

### Legislative Objectives

- The proposed resolution would retroactively approve a contract between the Human Services Agency and the San Francisco Marin Food Bank (SFMFB) for the CalFresh Stopgap Emergency Gift Card Initiative for a two-month term from October 30, 2025, through December 31, 2025, and an amount not to exceed \$9,100,000.
- The proposed resolution would also retroactively approve the amendment to add repayment instructions and revise reporting requirements, with these amendments effective January 30, 2026.

### Key Points

- According to HSA, approximately 82,000 San Francisco households accessed CalFresh benefits in October 2025, when a federal government shutdown caused a lapse in federal CalFresh benefit funding for the month of November.
- Under San Francisco Administrative Code, Section 21.15(b)(1) Emergency Procurement Procedures, HSA entered into a sole-source contract with SFMFB to distribute \$18 million to CalFresh recipients—provided by a \$9 million donation from the Crankstart Foundation, matched by an appropriation of \$9 million in City funds from a State and Federal Revenue Risk Reserve (appropriated by File 25-1079), along with \$100,000 to cover the cost of physical gift cards. The SFMFB subcontracted with the for-profit company GiveCard to provide the prepaid gift cards (both digital and actual) of an amount similar to the average CalFresh benefit amount for households of a similar size.

### Fiscal Impact

- According to HSA, activation codes were issued to all 82,000 eligible households, and 65,500 cards were successfully activated, representing 80 percent of eligible households. As of January 8, 2026 (after the conclusion of the gift card activation period), a total of \$14.4 million in benefits had been claimed and clients had spent \$11.2 million (78 percent).
- Any unspent funds from the advance payment for gift cards distributed but not activated prior to December 31, 2025, must be returned to HSA by January 31, 2026; the Department reports that \$1,791,503 was returned. Further, CalFresh clients have until March 31, 2026 to spend any remaining unspent funds, and any unspent funds for cards activated but not fully spent must be returned to HSA by April 30, 2026.

### Recommendation

- Approve the proposed resolution.

**MANDATE STATEMENT**

San Francisco Administrative Code Section 21.15(b)(4) states that for any emergency contract in excess of the minimum competitive amount (defined, in this case, as \$230,000), the department must obtain the approval of the Board of Supervisors as soon as feasible.

**BACKGROUND**

Approximately 112,000 San Francisco residents are enrolled in the federal Supplemental Nutrition Assistance Program (SNAP), known in California as CalFresh. According to the Human Services Agency (HSA), approximately 82,000 San Francisco households accessed CalFresh benefits in October 2025, when a federal government shutdown caused a lapse in CalFresh benefit funding for the month of November. The November lapse in federal funding of approximately \$20 million led HSA to engage the philanthropic community, which ultimately led to a \$9 million donation from the Crankstart Foundation—matched by an appropriation of \$9 million in City funds from a State and Federal Revenue Risk Reserve (appropriated by File 25-1079). The total of \$18 million enabled HSA to contract with the San Francisco-Marin Food Bank (SFMFB), which—in turn—subcontracted with the for-profit company GiveCard to provide prepaid gift cards (both digital and actual) of an amount similar to the average CalFresh benefit amount for households of a similar size. (An additional \$100,000 was provided by the City to fund the cost of the physical gift cards.) Pursuant to Administrative Code, Section 21.15(a)(1), the lapse in federal CalFresh funding constituted a “sudden, unforeseeable, and unexpected event,” which necessitated immediate action to maintain “public health or welfare.”

**Procurement**

Under San Francisco Administrative Code, Section 21.15(b)(1) Emergency Procurement Procedures, HSA entered into a sole-source contract with SFMFB for the CalFresh Stopgap Emergency Gift Card Initiative. This administrative code section allows a department to purchase commodities or services in the “most expeditious manner necessary” to meet the emergency circumstances. The President of the Human Services Commission provided written approval for the emergency contract on October 29, 2025, and the Civil Service Commission approved the emergency contract on November 3, 2025—confirming that the federal lapse in CalFresh funding constituted an emergency that justified using an outside vendor rather than civil service personnel. Further, the agreement with SFMFB was deemed exempt from Chapter 14B Local Business Enterprise subcontracting participation requirements due to the emergency. Departments relying on this procurement authority are required to seek Board of Supervisors approval for the emergency contracts as soon as possible.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would retroactively approve a contract between HSA and San Francisco Marin Food Bank (SFMFB) for the CalFresh Stopgap Emergency Gift Card Initiative for a two-month term from October 30, 2025, through December 31, 2025, and an amount not to exceed

\$9,100,000. The proposed resolution would also retroactively approve the amendment to add repayment instructions and revise reporting requirements, with these amendments effective January 30, 2026.

The company GiveCard was subcontracted by SFMFB to issue the prepaid digital and physical gift cards and to manage a dedicated Sutton Bank custodial account holding the funds. On November 3, 2025, HSA mailed notifications (translated into five languages) to 82,000 households eligible for CalFresh with instructions to activate their prepaid gift card using one of two methods:

- 1) Activate a virtual card online by entering a unique, single-use activation code onto a website
- 2) Request a physical card by mail by entering the unique, single-use activation code onto a website or by calling GiveCard, which provided client support in multiple languages. Using this option, cards arrived in 5-7 business days.

Clients were required to activate or request their card by December 31, 2025, and benefits must be spent by March 31, 2026. The process involved identity verification, and individuals using General Delivery or PO boxes could pick up physical cards directly from one of two HSA office locations with valid identification.

#### *Call Center Support*

Because GiveCard did not have capacity to serve all 82,000 CalFresh households on Day 1, HSA staff established a call center support function utilizing hundreds of front-line program staff to assist clients experiencing challenges with card activation. HSA reported receiving up to 10,000 calls some weeks, with approximately 80 percent of callers waiting less than five minutes and 4 percent of callers abandoning the call. HSA staff helped approximately 11,000 participating households (17 percent) activate their prepaid gift cards, including a total of 8,940 households who activated their prepaid gift cards by phone and another 1,907 households who activated their gift cards in person, according to HSA.<sup>1</sup>

#### **Performance Monitoring**

The program's service objective was to issue 100 percent of gift cards to eligible San Francisco residents. According to HSA, activation codes were issued to all 82,000 eligible households, and 65,500 cards were successfully activated, representing 80 percent of eligible households. The Department believes that the remaining 20 percent that did not access the gift cards may be unstably housed or face other barriers.

As of January 8, 2026 (after the conclusion of the activation period), a total of \$14.4 million in benefits had been claimed and clients had spent \$11.2 million (78 percent), as shown in Exhibit 1. (See Appendix 1 for claim rate by zip code.)

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<sup>1</sup> Prepaid gift cards were available at HSA sites located at 1235 Mission Street and 170 Otis Street.

**Exhibit 1: Emergency Gift Card Spending by Household Type**

<b>Household Type</b>	<b>Eligible</b>	<b>Claimed (%)</b>	<b>Spending</b>
Households with Children	10,331	8,719 (84%)	\$2,370,067
Households with seniors and/or adults with disabilities	46,596	38,130 (82%)	\$5,971,587
Households with working-age adults	26,126	18,649 (71%)	\$2,893,282
<b>Total</b>	<b>83,053</b>	<b>65,498 (79%)</b>	<b>\$11,234,936</b>

Source: HSA

SFMFB and the subcontracted company GiveCard are required to provide HSA with periodic transaction data, daily tracking of activation rates during the first week, and weekly reconciliation reports detailing activated gift card serial numbers and remaining balances. An end-of-program report outlining participation rates, distributed funds, spent funds, and unspent balances is due to HSA no later than April 30, 2026.

**FISCAL IMPACT**

The proposed contract establishes a not-to-exceed amount of \$9,100,000 for the initial two-month term from October 30, 2025, to December 31, 2025. Of this total, \$9 million covers the cost of direct cash assistance and \$100,000 was set aside for the cost of physical gift cards for clients who preferred this method over a digital card. The \$9,100,000 is funded by an appropriation from the State and Federal Revenue Risk Reserve, approved by the Board of Supervisors on November 10, 2025 (File 25-1079). The Crankstart Foundation co-funded the initiative, providing \$9,000,000 directly to SFMFB for a total of \$18,000,000 made available for direct food assistance to CalFresh clients.<sup>2</sup> The amount made available to clients was based on the average CalFresh benefit amount for households of similar size (not necessarily the same as what the household typically receives from CalFresh).

Of the total City contribution, \$100,000 was allocated to cover the cost of approximately 20,000 physical gift cards at \$5 per card. According to HSA, 31 percent of the 65,500 households that accessed the benefit used a digital prepaid card, and 69 percent received a physical gift card—which exceeded the \$100,000 budget by approximately \$126,000, which will be covered by underspending resulting from 20 percent of CalFresh recipients not claiming the gift card benefit. The Department reports that GiveCard donated its labor associated with distributing the digital and physical prepaid gift cards for this initiative.

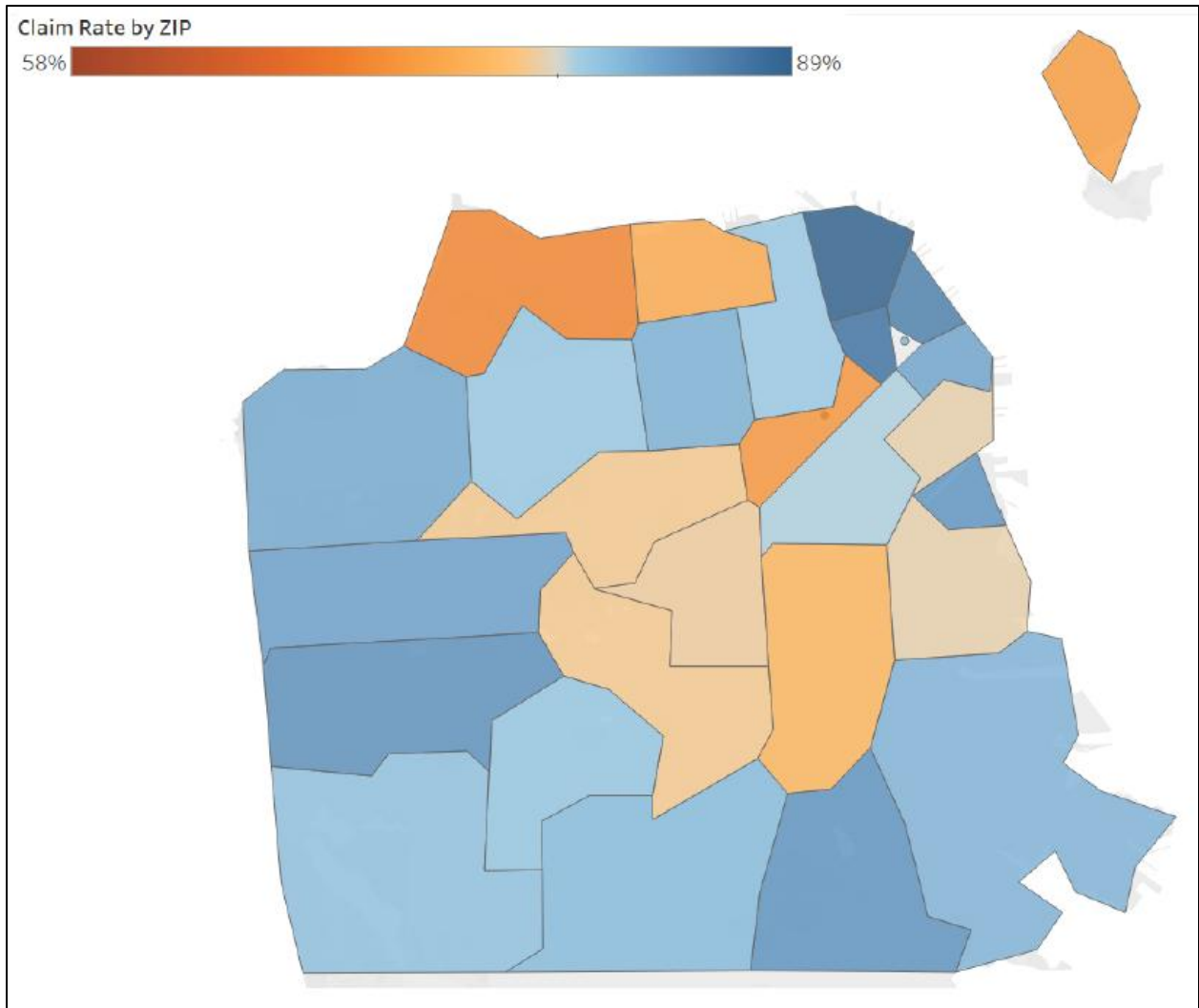
<sup>2</sup> In the event that less than \$18 million is spent, then the City and Crankstart will split costs 50-50, including the cost of the physical gift cards.

The proposed amendment outlines specific repayment requirements for unspent funds. Any unspent funds from the advance payment for gift cards distributed but not activated prior to December 31, 2025, must be returned to HSA by January 31, 2026; the Department reports that \$1,791,503 was returned. Further, CalFresh clients have until March 31, 2026 to spend any remaining unspent activated gift cards, and any unspent funds for cards activated but not fully spent must be returned to HSA by April 30, 2026. HAS may receive up to approximately \$1.5 million in additional refunds, depending on whether clients fully spend down the \$14.4 million of activated gifts (having already spent \$11.2 million).

**RECOMMENDATION**

Approve the proposed resolution.

**Appendix 1: Claim Rate by Zip Code**



Source: HSA

**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-Marín 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 incurrence 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/](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* 10/31/2025  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency

DocuSigned by:  
*Michael Braude* 10/31/2025  
15FE19450F42413...  
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* 10/31/2025  
89BF368A54804A6...  
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](mailto: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 1<sup>st</sup> 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](http://www.SFHSA.org)



City and County  
of San Francisco

**Appendix C – Calculation of Charges**  
**San Francisco-Marín 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).
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- Have a gift card policy that ensures separation of duties as well as secure and safe holding to prevent theft or loss.
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- 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.
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- 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](mailto: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 1<sup>st</sup> due to the federal government shutdown.

**Elizabeth LaBarre**  
Commission Secretary

Scott Kahn  
President, Human Services Commission

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

(415) 557-6540

[www.SFHSA.org](http://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.
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- 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.

DS  
RD

DS  
EL

DS  
SS

DS  
DK

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT is made as of **January 1, 2026**, in San Francisco, 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 its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to modify the Scope of Services and Calculation of Charges; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.15 pursuant to a waiver granted by the Human Services Commission’s President and this Amendment is consistent with that waiver; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because it is for an emergency under Section VI. Emergency Procedures of the 2023 Policy of the Civil Service Commission on Personal Service Contracts and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the original Agreement was obtained on November 3, 2025 from the Civil Service Commission under PSC number DHRPSC0005867 in the amount of \$9,100,000 for the period commencing October 30, 2025 and ending December 31, 2025; and

WHEREAS, this Amendment is consistent with an approval obtained on November 3, 2025 from the Civil Service Commission under PSC number DHRPSC0005867 in the amount of \$9,100,000 for the period commencing October 30, 2025 and ending December 31, 2025; and

WHEREAS, this Amendment is consistent with an approval obtained from the Human Services Commission’s President on October 29, 2026 in the amount of \$9,100,000 for the period commencing October 30, 2025 and ending December 31, 2025; 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 shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated October 30, 2025 between Contractor and City.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Appendix A-1.** Appendix A is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1, which is a correct and updated version.

2.2 **Appendix C-1.** Appendix C is hereby replaced in its entirety by Appendix C-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix C in any place, the true meaning shall be Appendix C-1, which is a correct and updated version.

## **Article 3 Updates of Standard Terms to the Agreement - Reserved**

### **Article 4 Effective Date**

Each of the modifications set forth in Article 2 shall be effective on and after January 1, 2026.

### **Article 5 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

San Francisco-Marín Food Bank

DocuSigned by:  
*Trent Rhorer* 1/30/2026  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency

Signed by:  
*Michael Braude* 1/29/2026  
15FE19450F42413...  
Michael Braude  
Chief Financial Officer

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

Approved as to Form:

City Supplier number: 0000011589

David Chiu  
City Attorney

By: DocuSigned by:  
*Valerie Lopez* 1/30/2026  
89BF368A54804A6...  
Valerie Lopez  
Deputy City Attorney

**Appendices**

- A-1: Scope of Services
- B: Human Services Commission Approval
- C-1: Calculation of Charges

DS  
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EZ

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SS

DS  
DK

**Appendix A-1 – 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.

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- 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.

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**VII. Data Collection and Reporting Requirements**

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- B. Daily tracking of activation rates, and support volume by GiveCard.
- C. SFMFB, through GiveCard, to provide SFHSA with progress updates on a daily basis during the first week of program implementation then weekly thereafter.
- D. SFMFB, through GiveCard, 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, through GiveCard, to provide SFHSA with one end-of-program report no later than April 30, 2026. The end-of-program report shall include, but is not limited to, the following:

- Participation rates,
- Amount of distributed funds,
- Amount of funds spent,
- Amount of funds to be reimbursed.
- 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](mailto: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 1<sup>st</sup> 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](http://www.SFHSA.org)



City and County  
of San Francisco

DS  
RD

DS  
EE

DS  
SS

DS  
DK

**Appendix C-1 – Calculation of Charges  
San Francisco-Marín 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.
- \$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.** Grantee will submit an activation/fund reconciliation no later than 1/31/26 for gift cards that were distributed but not activated prior to 12/31/25.
- IV.** Any unspent funds from the advance payment for gift cards that were distributed but not activated prior to 12/31/25 shall be returned to SFHSA no later than January 31, 2026, 30 calendar days following the closing date of this Agreement.
- V.** Any unspent funds from the advance payment for gift cards that were activated but not fully spent prior to 3/31/25 shall be returned to SFHSA no later than April 30, 2026, 120 calendar days following the closing date of this Agreement.

**Appendix A-1 – 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, through GiveCard, to provide SFHSA with progress updates on a daily basis during the first week of program implementation then weekly thereafter.
- D. SFMFB, through GiveCard, 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, through GiveCard, to provide SFHSA with one end-of-program report no later than April 30, 2026. The end-of-program report shall include, but is not limited to, the following:

- Participation rates,
- Amount of distributed funds,
- Amount of funds spent,
- Amount of funds to be reimbursed.
- 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

**Appendix C-1 – 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.
- \$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.** Grantee will submit an activation/fund reconciliation no later than 1/31/26 for gift cards that were distributed but not activated prior to 12/31/25.
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- V.** Any unspent funds from the advance payment for gift cards that were activated but not fully spent prior to 3/31/25 shall be returned to SFHSA no later than April 30, 2026, 120 calendar days following the closing date of this Agreement.

**Report Title:** PSC Management Details  
**Run Date and Time:** 2026-03-20 09:25:08 Pacific Daylight Time  
**Run by:** Elizabeth Leone  
**Table name:** u\_oca\_psc\_management

**PSC Management**

Number:	DHRPSC0005867	Version:	1.0
Legacy PSC #:		Initial Approval FY:	2025 - 2026
Requester:	Rocio Duenas	Request Type:	New
Submitting Department:	HSA	Request Status:	Completed
Dept PSC Coordinator:	Tara Alvarez	Withdrawn By:	
Dept Project Manager:	Cathy Huang	Withdrawn On:	
		Awaiting Info From:	
		Awaiting Info Reason:	
		PSC Formal Approval Date:	2025-11-03
		Opened:	2025-10-29 16:00:58
		Opened by:	Leslie Lau
		CSC Review Required:	true
		Watch list:	
		Cancelled On:	

**Brief description of proposed work:**

Provide gift cards to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions.

**Reason for the Request for Amendment:**

**Withdraw Reason:**

**Reason for Cancellation:**

**Retire Reason/Comments:**

Has this record ever gone through CSC Approval?:

Conditional Approval Edit Invoked By:

**Amount**

PSC Approved Amount:	\$9,100,000.00	Does contract include items other than services?:	Yes
Previously Approved Amount:	\$0.00	1 - Commodities & Equipment:	true
Increase Amount:	\$0.00	Estimated NTE Amount (1):	\$9,100,000.00
Why are you requesting the PSC amount to be increased?:		2 - On-premise Software Licenses:	false
Total Amended Amount:	\$0.00	Estimated NTE Amount (2):	\$0.00
Current Cumulative Approved Amount (Digitized Only):	\$0.00	3 - On-Premise Software Support (w/out Prof Services):	false
Last Cumulative CSC Approved Amount (Digitized Only):	\$0.00	Estimated NTE Amount (3):	\$0.00
Last CSC Approved Amount:	\$0.00	4 - Cloud-Based Software Licenses and Support (w/out Prof Services):	false

Total Non-CSC Approved Amount :	\$0.00	Estimated NTE Amount (4):	\$0.00
Amt Increase % (From last CSC approval):		5 - Online content, periodicals and journals:	false
		Estimated NTE Amount (5):	\$0.00
		6 - Advertising:	false
		Estimated NTE Amount (6):	\$0.00
		7 - Construction:	false
		Estimated NTE Amount (7):	\$0.00

Calculated Amounts Explanation:

**Duration**

Is PSC by Duration or Continuing? :	Duration	Last CSC Approved Duration (Months):	
PSC Duration (Months):	2	Total Non-CSC Approved Duration (Months):	
Previously Approved Duration (Months):		First Contract Start Date:	
Duration Increase (Months):		First Contract Not Yet Issued:	false
Why are you requesting the PSC duration to be increased?:		First Contract Start Date Exception (Override by OCA/DHR):	false
Total Amended Duration (Months):		PSC Duration End Date:	
Current Cumulative Approved Duration in Months (Digitized Only):		Initial PSC Formal Approval Date:	
First PSC Approval Date (CSC or DHR - Digitized Only):		Initial PSC use by date (18 month expiration):	2027-05-05
Last Cumulative CSC Approved Duration in Months (Digitized Only):			
Last PSC Approval Date (CSC or DHR - Digitized Only):			

Continuing Justification:

Calculated Durations Explanation:

**Funding**

Funding Source (select all that apply):	City Funds, Private Grant	Special circumstances related to funding that the Commission should consider? :	Yes
		Explain the special circumstances:	This is an emergency contract to provide gift cards to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions.

**Scope of Work**

Are you making substantive changes to the scope of work last approved?:

Clearly describe scope and detail the services to be performed:

Contractor shall provide the following services during the term of this contract:

- Receive and manage contracted funds from Crankstart and the City (via SFHSA)
- Have a gift card policy that ensures separation of duties as well as secure and safe holding to prevent theft or loss
- 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 at Sutton Bank "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).
- Partner with GiveCard to issue prepaid gift cards to individuals identified by the City.
- Coordinate with the City on timelines and public communication alignment.
- Include the program in financial statements and audit as restricted income and program pass-through expense (pending auditor confirmation).
- Review periodic transaction and reconciliation reports from GiveCard.
- Support reporting to Crankstart.

Has your response to any of the following questions changed?:

Why are these services required and what are the consequences of denial?:

The USDA Food and Nutrition Service has indicated that SNAP (CalFresh in California) benefits will not be issued on November 1. In San Francisco, these benefits provide food support for 112,000 low-income people living in 82,000 households. In a normal month, eligible San Franciscans receive ~\$20 million in food support from this program. This stoppage will be devastating for these individuals and families who are living in poverty and rely on these benefits to meet daily nutritional needs; many will be forced to choose between putting food on the table and paying rent or meeting other essential needs. Without these benefits, food insecurity in San Francisco will rise quickly and steeply. This short-term stopgap program is being put in place to avoid the worst impacts of this loss of federal safety net benefits.

Has your department contracted out these services in the last three years?: No

How many contracts?:

Why have you not hired City employees to perform the services?:

**Board and Commission Approvals**

Has your response to any of the following questions changed?:

Will any contracts under this PSC require Board of Supervisors approval?: No

Will any contracts under this PSC require department Commission approval?:

Provide details related to contracts for which BOS approval will be required?:

Provide details related to contracts for which dept comm approval req'd:

**Justification**

Has your response to Q1 changed?:

Q1 - Any regulatory or legal requirements supporting outsourcing of this work?: No

Clearly describe & cite the regulatory/legal requirements to support outsourcing:

Has your response to any of the following questions changed?:

Q2 - Does performing these services cause a conflict of interest?: No

Clearly describe the circumstances and the conflict of interest:

Q3 - Are these proprietary services City is not authorized to do?:	No
Q4 - Does City lack necessary facilities/equipment?:	No
What facilities or equipment does the City lack that contractor possesses?:	
Does the dept plan to acquire the facilities/equipment to perform the services?:	
Provide plan and timeline to secure what is required to perform the services:	
Explain why:	
Q5 - Are the services required on a temporary basis or on a long-term basis?:	Temporary Basis
Explain the Temporary basis of the services:	Immediately needed services to respond to a declared emergency
What department(s) have declared this emergency?:	HSA
Why do you believe this to be a transitional or short-term situation?:	
How will you ensure the services aren't needed once this PSC request has ended?:	
How many days do you anticipate this situation to last?:	60

Describe the required skills and expertise needed to perform the services:

This agreement supports the process of securing disbursement of stopgap benefits for CalFresh eligible households that will not receive benefits due to the Federal shutdown. The regular system for disbursing benefits is not available to us because of the shutdown. The City and the Crankstart Foundation have partnered to fund ~\$18 million of benefits in November. Through this agreement with the contractor, we are gaining access to a system to facilitate the distribution of these benefits. The platform and technology infrastructure is ready and capable of near immediately disbursing millions of dollars to eligible recipients with a proven track record delivering rapid response emergency aid (including the recent Texas floods and LA wildfires). The City has no existing mechanism to distribute funds with comparable speed or relative accessibility for our clients outside of the State/Federal platforms which are unavailable for this purpose due to the shutdown. The dollars in the agreement are supporting the benefits themselves. This short-term stopgap program has been developed to handle a one-month surge in need. Work that can be done by City staff (e.g., generation and mailing of 82,000 letters to CalFresh eligible households) is being done by City staff. In addition, the contractor is a widely known and trusted nonprofit community food support partner - with credibility in San Francisco's immigrant communities, many whom are fearful of government at this time. Having them as our partner builds credibility and legitimacy.

Does the Department have employees with the required skills and expertise?:

No

Explain why the employees are not able to perform these services:

Will the services terminate upon resolution of the situation?:

Yes

Explain why:

Are the services required on an as-needed, intermittent, or periodic basis?:

Why are the services required on an as-needed, intermittent and periodic basis?:

Do the services require specialized expertise, knowledge, and/or experience?:

Describe the specialized skills and expertise required to perform the services:

Does City have classifications that can perform these services?:

Identify the classifications:

Does the Department have employees in these classifications?:

Why are they not able to perform the services?:

Will you be hiring employees in these classifications?:

Describe your hiring plan and timeline:

Explain why you are not hiring in these classifications:

Should City develop a classification to perform these services?:

What steps have been taken to establish a new classification?:

Explain why new a job classification is not feasible:

Will contractor directly supervise City employees?:

Explain why the contractor must supervise City employees:

Will contractor train City employees?:

Clearly describe and detail the training activities:

Explain why training of City employees is not required:

Is there a plan to transition this work back to the City?:

Describe the transition plan, including the anticipated timeline:

Explain why the work will not be transitioned back to the City:

Additional information to support your request (Optional):

Summary of changes made on PSC Justification tab:

**Union Notifications**

Have the Job Classes/Labor Unions changed?:		Union Notification Sent:	true
Job Class(es):	1630 - Account Clerk, 1632 - Senior Account Clerk	Union Review Sent On:	2025-10-30
Labor Unions:	790 - SEIU, Local 1021, Misc	Union Review End Date:	2025-11-09
Labor Union Email Addresses:	PSCreview@seiu1021.org	Union Review Duration Met:	true
Union Review Required:	true	Union Review Duration Met On:	2025-11-09
Union Notification Duration in Days:	10		

**Mandatory Documents**

PSC Summary (Form 1) – Post Union Notification:	Personal Service Contract Summary (PSC Form 1) (2).pdf	CSC Bundle:	Personal Service Contract Summary (PSC Form 1) (2).pdf
All Prior Approved PSC Summaries (Form 1) for this PSC record, newest on top:			
List of contracts for the same or similar services in the last three years:			
Proprietary Services Letter:			
Union Waiver and Correspondence:	DHRPSC0005867 Union Waiver.pdf		
Additional documents (Optional):			
PSC Summary (Form 1) – Pre Union Notification:	Personal Service Contract Summary (PSC Form 1) (1).pdf		

**Dept PSC Coordinator**

Hold for Union Discussions:	false	Dept PSC Coordinator Decision:	Review Completed/Send to DHR
Union Discussions Reason:		Dept PSC Coordinator Decision Date:	2025-10-30
Placed on Hold Date for Union Discussions :		Dept PSC Coordinator Comments:	
Union notification waived:	true		

Union Notification Waived Reason: Background: Due to the ongoing federal government shutdown, funding for the SNAP is set to lapse on November 1, 2025. This will cause 112,000 San Franciscans living in 82,000 households to lose access to food assistance. In response, San Francisco is working to put in place an emergency stopgap program to provide food assistance dollars to these residents. This would be in place October 30, 2025 – December 31, 2025.

Justification: This agreement supports the process of secure disbursement of stopgap benefits for CalFresh-eligible households that will not receive benefits due to the Federal shutdown. This includes generating and distributing TIFT cards to those who are affected by this shutdown. This short-term stopgap program has been developed to handle a one-month surge in need. The dollars in the agreement are supporting the benefits themselves, as work that can be done by City staff (e.g., generating and mailing 82,000 letters to CalFresh-eligible households, call center support, as-needed onsite distribution) is still being performed by City staff.

Union notification waived on: 2025-10-30

Union Identification and Notification Explanation:

Processing job classification b3b6c463dbe98a505d57c359139619df

Added labor union based on job class b3b6c463dbe98a505d57c359139619df: c7d94767dbfc42105d57c3591396198e

Processing job classification 7bb6c463dbe98a505d57c359139619df

Updated max duration to 10 days, based on union c7d94767dbfc42105d57c3591396198e

**DHR Admin**

DHR Reviewer:	Linda Rainaldi	DHR Reviewer Decision:	Review Completed
Fact-finder Review:	false	DHR Review Decision Date:	2025-10-31
Fact-finder Review Start:		DHR Reviewer Comments:	
Fact-finder Review End:			
CSC Review Requested by DHR:	false		

DHR Admin Reason for Requesting CSC Review:

**CSC Admin**

CSC Reviewer:	Lavena Holmes	CSC Reviewer Decision:	Approval Granted
PSC Ready to Calendar?:	Yes	Report Back Date:	
Hearing Date:	2025-11-03 14:00:00	Report Back Reason:	
CSC Hearing Location:	Room 400, 1 Dr. Carlton B. Goodlett Pl, San Francisco, CA 94102	CSC Reviewer Decision Date:	2025-11-05
CSC Hearing Completed?:	Yes	CSC Reviewer Comments:	

**5 Year Report**

5 Year Report Back Date:		5 Year Report Received:	
5 Year Report Addl Question(s):			

**CSC Review Reason**

Requires CSC Approval by Amount?:	true	Requires CSC Approval by Duration?:	false
Requires CSC Approval by Scope?:	false	Requires CSC Approval by legal requirement changes?:	false
Requested by DHR Admin:	false		

**Activities**

**DT ADMIN CONFIG**

CSC Review Required for Any Reason:	true	State:	Closed Complete
New/Initial Exceeds Approval Threshold:	true	PSC Core Workflow Run:	false
New/Initial Exceeds Union Notification Threshold:	true	Original SysID:	1515570b2bfc36506469ff10de91bfea
Awaiting Info:	false	Base Version:	DHRPSC0005867 v 1.0
Bulk Upload:	false	Latest:	true
In flight Record from Drupal:	false	Submitted On:	2025-10-30 14:28:59
Amended from Digitized:	false	Completed On:	2025-11-05 10:02:03
Amended When First Contract Not Yet Issued :	false	Retired On:	
Amendment Total Amend Amount Exceeds Approval Threshold:	false	Ad hoc notification to Union sent on:	
Amendment Previously Approved Amount Exceeds Approval Threshold:	false	UNS (Pre/Post):	true
Amendment Total Non-CSC Approved Duration Exceeds Threshold:	false	Conditional Approval Edit Count:	
Amendment Total Increase Percent Exceeds Threshold:	false		
Amendment Exceeds Union Notification Threshold:	false		
Union Notification Designation:	I3-CSC		

Calculated Workflow Values Explanation:

\*\*\*\* PSC AMOUNT EXCEEDS INITIAL APPROVAL THRESHOLD \*\*\*\*

PSC Amount: \$9100000.00  
 CSC Initial Approval Amount Threshold: \$200000.00  
 Exceeds Threshold: true  
 \*\*\*\* END THRESHOLD CHECK \*\*\*\*

\*\*\*\* PSC AMOUNT EXCEEDS UNION NOTIFICATION THRESHOLD \*\*\*\*

PSC Amount: \$9100000.00  
 Union Notification Threshold: \$100000.00  
 Exceeds Threshold: true  
 \*\*\*\* END THRESHOLD CHECK \*\*\*\*

Bulk Upload Import Summary:

Job Class(es) - String:

1632 - Senior Account Clerk, 1630 - Account Clerk

Labor Unions - String:

790 - SEIU, Local 1021, Misc

Identify the classifications - String:

What department(s) have declared this emergency? - String:

HSA

**Related List Title:** Amendment History List

**Table name:** u\_amendment\_history

2 Amendment Histories

Number	Amended By	Amended Date	PSC Contract Number	Request Status	Version
AMD0008891	Elizabeth Aldana	2025-11-05	DHRPSC0005867 v 1.0	Completed	1.0
AMD0008874	Leslie Lau	2025-10-29	DHRPSC0005867 v 1.0	Completed	0.01

**Related List Title:** Metric List

**Table name:** metric\_instance

**Related List Title:** History List

**Table name:** sys\_history\_line

230 History

Label	Old	New	Type	Update number	Update time	User name
PSC Core Workflow Run	false	true	Audit	2	2025-10-29 16:07:27	Leslie Lau
Union Review Required	false	true	Audit	2	2025-10-29 16:07:27	Leslie Lau
Union Identification and Notification Explanation		Processing job classification	Audit	2	2025-10-29 16:07:27	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
CSC Review Required for Any Reason	false	true	Audit	2	2025-10-29 16:07:27	Leslie Lau
Requires CSC Approval by Amount?	false	true	Audit	2	2025-10-29 16:07:27	Leslie Lau
CSC Review Required	false	true	Audit	2	2025-10-29 16:07:27	Leslie Lau
Union Notification Designation		I3-CSC	Audit	2	2025-10-29 16:07:27	Leslie Lau
Union Notification Duration in Days		0	Audit	2	2025-10-29 16:07:27	Leslie Lau
Approval	Not Yet Requested	Requested	Audit	4	2025-10-29 16:07:28	Leslie Lau
PSC Core Workflow Run	true	false	Audit	5	2025-10-29 16:18:20	Leslie Lau
Union notification waived on	2025-10-29		Audit	5	2025-10-29 16:18:20	Leslie Lau
What department(s) have declared this emergency?		HSA	Audit	5	2025-10-29 16:18:20	Leslie Lau
Placed on Hold Date for Union Discussions	2025-10-29		Audit	5	2025-10-29 16:18:20	Leslie Lau
What department(s) have declared this emergency? - String		HSA	Audit	6	2025-10-29 16:18:20	Leslie Lau
PSC Core Workflow Run	false	true	Audit	7	2025-10-29 16:18:20	Leslie Lau
PSC Core Workflow Run	true	false	Audit	8	2025-10-30 11:08:01	Leslie Lau
Request Status	Draft	Dept PSC Coordinator Review	Audit	16	2025-10-30 14:28:59	Leslie Lau
Requester	Leslie Lau	Rocio Duenas	Audit	16	2025-10-30 14:28:59	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
<p>Why are these services required and what are the consequences of denial?</p>		<p>The USDA Food and Nutrition Service has indicated that SNAP (CalFresh in California) benefits will not be issued on November 1. In San Francisco, these benefits provide food support for 112,000 low-income people living in 82,000 households. In a normal month, eligible San Franciscans receive ~\$20 million in food support from this program. This stoppage will be devastating for these individuals and families who are living in poverty and rely on these benefits to meet daily nutritional needs; many will be forced to choose between putting food on the table and paying rent or meeting other essential needs. Without these benefits, food insecurity in San Francisco will rise quickly and steeply. This short-term stopgap program is being put in place to avoid the worst impacts of this loss of federal safety net benefits.</p>	<p>Audit</p>	<p>8</p>	<p>2025-10-30 11:08:01</p>	<p>Leslie Lau</p>

Label	Old	New	Type	Update number	Update time	User name
Describe the required skills and expertise needed to perform the services		<p>This agreement supports the process of securing disbursement of stopgap benefits for CalFresh eligible households that will not receive benefits due to the Federal shutdown. The regular system for disbursing benefits is not available to us because of the shutdown. The City and the Crankstart Foundation have partnered to fund ~\$18 million of benefits in November. Through this agreement with the contractor, we are gaining access to a system to facilitate the distribution of these benefits. The platform and technology infrastructure is ready and capable of near immediately disbursing millions of dollars to eligible recipients with a proven track record delivering rapid response emergency aid (including the recent Texas floods and LA wildfires). The City has no existing mechanism to distribute funds with comparable speed or relative accessibility for our clients outside of the State/Federal platforms which are unavailable for this purpose due to the shutdown. The</p>	Audit	8	2025-10-30 11:08:01	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
		dollars in the agreement are supporting the benefits themselves. This short-term stopgap program has been developed to handle a one-month surge in need. Work that can be done by City staff (e.g., generation and mailing of 82,000 letters to CalFresh eligible households) is being done by City staff. In addition, the contractor is a widely known and trusted nonprofit community food support partner - with credibly in San Francisco's immigrant communities, many whom are fearful of government at this time. Having them as our partner builds credibly and legitimacy.				
PSC Core Workflow Run	false	true	Audit	9	2025-10-30 11:08:02	Leslie Lau
Job Class(es)		1630 - Account Clerk, 1632 - Senior Account Clerk	Audit	10	2025-10-30 13:18:45	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	10	2025-10-30 13:18:45	Tara Alvarez
Labor Unions		790 - SEIU, Local 1021, Misc	Audit	11	2025-10-30 13:18:45	Tara Alvarez
Union Notification Duration in Days	0	10	Audit	11	2025-10-30 13:18:45	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	11	2025-10-30 13:18:45	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
Union Identification and Notification Explanation	Processing job classification	Processing job classification b3b6c463dbe98a505d57c359139619df  Added labor union based on job class b3b6c463dbe98a505d57c359139619df: c7d94767dbfc42105d57c3591396198e  Processing job classification 7bb6c463dbe98a505d57c359139619df  Updated max duration to 10 days, based on union c7d94767dbfc42105d57c3591396198e	Audit	11	2025-10-30 13:18:45	Tara Alvarez
Labor Unions - String		790 - SEIU, Local 1021, Misc	Audit	12	2025-10-30 13:18:45	Tara Alvarez
Job Class(es) - String		1632 - Senior Account Clerk, 1630 - Account Clerk	Audit	12	2025-10-30 13:18:45	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	14	2025-10-30 13:43:54	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	15	2025-10-30 13:43:55	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
Union Identification and Notification Explanation	Processing job classification b3b6c463dbe98a505d57c359139619df  Added labor union based on job class b3b6c463dbe98a505d57c359139619df: c7d94767dbfc42105d57c3591396198e  Processing job classification 7bb6c463dbe98a505d57c359139619df  Updated max duration to 10 days, based on union c7d94767dbfc42105d57c3591396198e		Audit	16	2025-10-30 14:28:59	Leslie Lau
Submitted On		2025-10-30 14:28:59	Audit	16	2025-10-30 14:28:59	Leslie Lau
Union Notification Duration in Days	10		Audit	16	2025-10-30 14:28:59	Leslie Lau
Submitted for Review	false	true	Audit	16	2025-10-30 14:28:59	Leslie Lau
PSC Core Workflow Run	true	false	Audit	17	2025-10-30 15:06:52	Tara Alvarez
Union Notification Duration in Days		10	Audit	18	2025-10-30 15:06:53	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	18	2025-10-30 15:06:53	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
Union Identification and Notification Explanation		Processing job classification b3b6c463dbe98a505d57c359139619df  Added labor union based on job class b3b6c463dbe98a505d57c359139619df: c7d94767dbfc42105d57c3591396198e  Processing job classification 7bb6c463dbe98a505d57c359139619df  Updated max duration to 10 days, based on union c7d94767dbfc42105d57c3591396198e	Audit	18	2025-10-30 15:06:53	Tara Alvarez
State	Open	Work in Progress	Audit	18	2025-10-30 15:06:53	Tara Alvarez
PSC Summary (Form 1) – Pre Union Notification		Personal Service Contract Summary (PSC Form 1) (1).pdf	Audit	19	2025-10-30 15:07:15	Tara Alvarez
Union Notification Sent	false	true	Audit	20	2025-10-30 15:41:59	Tara Alvarez
Request Status	Dept PSC Coordinator Review	Union Review	Audit	20	2025-10-30 15:41:59	Tara Alvarez
Union Review End Date		2025-11-09	Audit	20	2025-10-30 15:41:59	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	20	2025-10-30 15:41:59	Tara Alvarez
Union Review Sent On		2025-10-30	Audit	20	2025-10-30 15:41:59	Tara Alvarez
UNS (Pre/Post)	false	true	Audit	20	2025-10-30 15:41:59	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	21	2025-10-30 15:41:59	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	22	2025-10-30 16:34:22	Tara Alvarez
Union notification waived on		2025-10-30	Audit	22	2025-10-30 16:34:22	Tara Alvarez
Union notification waived	false	true	Audit	22	2025-10-30 16:34:22	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
Union Notification Waived Reason		<p>Background: Due to the ongoing federal government shutdown, funding for the SNAP is set to lapse on November 1, 2025. This will cause 112,000 San Franciscans living in 82,000 households to lose access to food assistance. In response, San Francisco is working to put in place an emergency stopgap program to provide food assistance dollars to these residents. This would be in place October 30, 2025 – December 31, 2025.</p> <p>Justification: This agreement supports the process of secure disbursement of stopgap benefits for CalFresh-eligible households that will not receive benefits due to the Federal shutdown. This includes generating and distributing TIFT cards to those who are affected by this shutdown. This short-term stopgap program has been developed to handle a one-month surge in need. The dollars in the agreement are supporting the benefits themselves, as work that can be done by City staff (e.g., generating and mailing 82,000 letters to CalFresh-eligible households,</p>	Audit	22	2025-10-30 16:34:22	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
		call center support, as-needed onsite distribution) is still being performed by City staff.				
Request Status	Union Review	Dept PSC Coordinator Approval	Audit	23	2025-10-30 16:34:22	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	23	2025-10-30 16:34:22	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	24	2025-10-30 16:36:33	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	25	2025-10-30 16:36:34	Tara Alvarez
Union Waiver and Correspondence		DHRPSC0005867 Union Waiver.pdf	Audit	26	2025-10-30 16:36:38	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	27	2025-10-30 20:04:23	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	28	2025-10-30 20:04:24	Tara Alvarez
PSC Summary (Form 1) – Post Union Notification		Personal Service Contract Summary (PSC Form 1) (2).pdf	Audit	29	2025-10-30 20:04:29	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	30	2025-10-30 20:05:03	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	31	2025-10-30 20:05:03	Tara Alvarez
CSC Bundle		Personal Service Contract Summary (PSC Form 1) (2).pdf	Audit	32	2025-10-30 20:05:08	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	33	2025-10-30 20:05:27	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	34	2025-10-30 20:05:27	Tara Alvarez
Dept PSC Coordinator Decision		Review Completed/Send to DHR	Audit	35	2025-10-30 20:17:07	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	35	2025-10-30 20:17:07	Tara Alvarez
Dept PSC Coordinator Decision Date		2025-10-30	Audit	35	2025-10-30 20:17:07	Tara Alvarez
PSC Core Workflow Run	false	true	Audit	36	2025-10-30 20:17:07	Tara Alvarez
Request Status	Dept PSC Coordinator Approval	DHR Review/Approval	Audit	36	2025-10-30 20:17:07	Tara Alvarez

Label	Old	New	Type	Update number	Update time	User name
DHR Review Decision Date		2025-10-31	Audit	37	2025-10-31 08:40:02	Linda Rainaldi
DHR Reviewer		Linda Rainaldi	Audit	37	2025-10-31 08:40:02	Linda Rainaldi
PSC Core Workflow Run	true	false	Audit	37	2025-10-31 08:40:02	Linda Rainaldi
DHR Reviewer Decision		Review Completed	Audit	37	2025-10-31 08:40:02	Linda Rainaldi
Request Status	DHR Review/Approval	CSC Review/Approval	Audit	38	2025-10-31 08:40:03	Linda Rainaldi
PSC Core Workflow Run	false	true	Audit	38	2025-10-31 08:40:03	Linda Rainaldi
CSC Review Required for Any Reason		false		0	2025-10-29 16:07:26	Leslie Lau
CSC Hearing Completed?		No	Audit	39	2025-10-31 09:52:23	Lavena Holmes
CSC Reviewer		Lavena Holmes	Audit	39	2025-10-31 09:52:23	Lavena Holmes
CSC Hearing Location		Room 400, 1 Dr. Carlton B. Goodlett Pl, San Francisco, CA 94102	Audit	39	2025-10-31 09:52:23	Lavena Holmes
PSC Core Workflow Run	true	false	Audit	39	2025-10-31 09:52:23	Lavena Holmes
PSC Ready to Calendar?		Yes	Audit	39	2025-10-31 09:52:23	Lavena Holmes
Hearing Date		2025-11-03 14:00:00	Audit	39	2025-10-31 09:52:23	Lavena Holmes
PSC Core Workflow Run	false	true	Audit	40	2025-10-31 09:52:23	Lavena Holmes
Initial PSC use by date (18 month expiration)		2027-05-05	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
PSC Formal Approval Date		2025-11-03	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
CSC Hearing Completed?	No	Yes	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
Initial Approval FY		2025 - 2026	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
CSC Reviewer Decision Date		2025-11-05	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
PSC Core Workflow Run	true	false	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
CSC Reviewer Decision		Approval Granted	Audit	41	2025-11-05 10:02:02	Elizabeth Aldana
Active	true	false	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
Closed by		Elizabeth Aldana	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
Request Status	CSC Review/Approval	Completed	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana

Label	Old	New	Type	Update number	Update time	User name
Completed On		2025-11-05 10:02:03	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
Closed		2025-11-05 10:02:03	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
PSC Core Workflow Run	false	true	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
State	Work in Progress	Closed Complete	Audit	42	2025-11-05 10:02:03	Elizabeth Aldana
Union Review Duration Met	false	true	Audit	44	2025-11-09 14:42:31	Tara Alvarez
PSC Core Workflow Run	true	false	Audit	44	2025-11-09 14:42:31	Tara Alvarez
Union Review Duration Met On		2025-11-09	Audit	44	2025-11-09 14:42:31	Tara Alvarez
Approval history		Group approval for CCSF-PSC CSC Executives is requested.	Audit	3	2025-10-29 16:07:28	Leslie Lau
Approval history		Sandra Eng requested to approve task	Audit	4	2025-10-29 16:07:28	Leslie Lau
Amendment Previously Approved Amount Exceeds Approval Threshold		false		0	2025-10-29 16:07:26	Leslie Lau
Has your department contracted out these services in the last three years?		No		0	2025-10-29 16:07:26	Leslie Lau
State		Open		0	2025-10-29 16:07:26	Leslie Lau
Knowledge		false		0	2025-10-29 16:07:26	Leslie Lau
Will any contracts under this PSC require Board of Supervisors approval?		No		0	2025-10-29 16:07:26	Leslie Lau
Submitting Department		HSA		0	2025-10-29 16:07:26	Leslie Lau
Impact		3 - Low		0	2025-10-29 16:07:26	Leslie Lau
Hold for Union Discussions		false		0	2025-10-29 16:07:26	Leslie Lau
Active		true		0	2025-10-29 16:07:26	Leslie Lau
CSC Review Requested by DHR		false		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Explain the special circumstances		This is an emergency contract to provide gift cards to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions.		0	2025-10-29 16:07:26	Leslie Lau
First Contract Start Date Exception (Override by OCA/DHR)		false		0	2025-10-29 16:07:26	Leslie Lau
CSC Review Required		false		0	2025-10-29 16:07:26	Leslie Lau
Dept PSC Coordinator		Tara Alvarez		0	2025-10-29 16:07:26	Leslie Lau
Is PSC by Duration or Continuing?		Duration		0	2025-10-29 16:07:26	Leslie Lau
Requested by DHR Admin		false		0	2025-10-29 16:07:26	Leslie Lau
In flight Record from Drupal		false		0	2025-10-29 16:07:26	Leslie Lau
5 - Online content, periodicals and journals		false		0	2025-10-29 16:07:26	Leslie Lau
Version		1.0		0	2025-10-29 16:07:26	Leslie Lau
New/Initial Exceeds Approval Threshold		true		0	2025-10-29 16:07:26	Leslie Lau
Placed on Hold Date for Union Discussions		2025-10-29		0	2025-10-29 16:07:26	Leslie Lau
6 - Advertising		false		0	2025-10-29 16:07:26	Leslie Lau
Total Non-CSC Approved Amount		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
3 - On-Premise Software Support (w/out Prof Services)		false		0	2025-10-29 16:07:26	Leslie Lau
Q5 - Are the services required on a temporary basis or on a long-term basis?		Temporary Basis		0	2025-10-29 16:07:26	Leslie Lau
Escalation		Normal		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Q3 - Are these proprietary services City is not authorized to do?		No		0	2025-10-29 16:07:26	Leslie Lau
Q4 - Does City lack necessary facilities/equipment?		No		0	2025-10-29 16:07:26	Leslie Lau
Q1 - Any regulatory or legal requirements supporting outsourcing of this work?		No		0	2025-10-29 16:07:26	Leslie Lau
Q2 - Does performing these services cause a conflict of interest?		No		0	2025-10-29 16:07:26	Leslie Lau
Brief description of proposed work		Provide gift cards to San Francisco CalFresh households to help purchase food during the federal government shutdown, jointly funded through philanthropic and City contributions.		0	2025-10-29 16:07:26	Leslie Lau
Original SysID		1515570b2bfc36506469ff10de91bfea		0	2025-10-29 16:07:26	Leslie Lau
Request Status		Draft		0	2025-10-29 16:07:26	Leslie Lau
Made SLA		true		0	2025-10-29 16:07:26	Leslie Lau
Will any contracts under this PSC require department Commission approval?		No		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (1)		\$9,100,000.00		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (2)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (3)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (4)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Online Content, Reports, Periodicals and Journals		false		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (5)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Estimated NTE Amount (6)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Estimated NTE Amount (7)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Bulk Upload		false		0	2025-10-29 16:07:26	Leslie Lau
Will the services terminate upon resolution of the situation?		Yes		0	2025-10-29 16:07:26	Leslie Lau
Requires CSC Approval by legal requirement changes?		false		0	2025-10-29 16:07:26	Leslie Lau
Software as a Service (SaaS) and Cloud Software Applications		false		0	2025-10-29 16:07:26	Leslie Lau
Does contract include items other than services?		Yes		0	2025-10-29 16:07:26	Leslie Lau
Latest		true		0	2025-10-29 16:07:26	Leslie Lau
Awaiting Info		false		0	2025-10-29 16:07:26	Leslie Lau
Amended When First Contract Not Yet Issued		false		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Clearly describe scope and detail the services to be performed		<p>Contractor shall provide the following services during the term of this contract:</p> <ul style="list-style-type: none"> <li>• Receive and manage contracted funds from Crankstart and the City (via SFHSA)</li> <li>• Have a gift card policy that ensures separation of duties as well as secure and safe holding to prevent theft or loss</li> <li>• Complete GiveCard's Know Your Customer (KYC) onboarding form (approximately 15 minutes) to verify organizational identity for compliance purposes.</li> <li>• Authorize GiveCard to open a dedicated custodial bank account at Sutton Bank "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).</li> <li>• Partner with GiveCard to issue prepaid gift cards to individuals identified by the City.</li> <li>• Coordinate with the City on timelines and public</li> </ul>		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
		communication alignment. • Include the program in financial statements and audit as restricted income and program pass-through expense (pending auditor confirmation). • Review periodic transaction and reconciliation reports from GiveCard. • Support reporting to Crankstart.				
Last CSC Approved Amount		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Urgency		3 - Low		0	2025-10-29 16:07:26	Leslie Lau
Advertising		false		0	2025-10-29 16:07:26	Leslie Lau
New/Initial Exceeds Union Notification Threshold		true		0	2025-10-29 16:07:26	Leslie Lau
Professional and General Services		false		0	2025-10-29 16:07:26	Leslie Lau
Amendment Total Amend Amount Exceeds Approval Threshold		false		0	2025-10-29 16:07:26	Leslie Lau
Approval		Not Yet Requested		0	2025-10-29 16:07:26	Leslie Lau
4 - Cloud-Based Software Licenses and Support (w/out Prof Services)		false		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Calculated Workflow Values Explanation		**** PSC AMOUNT EXCEEDS INITIAL APPROVAL THRESHOLD **** PSC Amount: \$9100000.00 CSC Initial Approval Amount Threshold: \$200000.00 Exceeds Threshold: true **** END THRESHOLD CHECK ****  **** PSC AMOUNT EXCEEDS UNION NOTIFICATION THRESHOLD **** PSC Amount: \$9100000.00 Union Notification Threshold: \$100000.00 Exceeds Threshold: true **** END THRESHOLD CHECK ****		0	2025-10-29 16:07:26	Leslie Lau
How many days do you anticipate this situation to last?		60		0	2025-10-29 16:07:26	Leslie Lau
Upon reject		Cancel all future Tasks		0	2025-10-29 16:07:26	Leslie Lau
Number		DHRPSC0005867		0	2025-10-29 16:07:26	Leslie Lau
Union Review Duration Met		false		0	2025-10-29 16:07:26	Leslie Lau
Increase Amount		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
7 - Construction		false		0	2025-10-29 16:07:26	Leslie Lau
Dept Project Manager		Cathy Huang		0	2025-10-29 16:07:26	Leslie Lau
PSC Core Workflow Run		false		0	2025-10-29 16:07:26	Leslie Lau
Amendment Exceeds Union Notification Threshold		false		0	2025-10-29 16:07:26	Leslie Lau
Priority		4 - Low		0	2025-10-29 16:07:26	Leslie Lau
Equipment and Vehicle Lease		false		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
1 - Commodities & Equipment		true		0	2025-10-29 16:07:26	Leslie Lau
Funding Source (select all that apply)		City Funds, Private Grant		0	2025-10-29 16:07:26	Leslie Lau
Fact-finder Review		false		0	2025-10-29 16:07:26	Leslie Lau
PSC Duration (Months)		2		0	2025-10-29 16:07:26	Leslie Lau
2 - On-premise Software Licenses		false		0	2025-10-29 16:07:26	Leslie Lau
Task type		PSC Management		0	2025-10-29 16:07:26	Leslie Lau
Union notification waived on		2025-10-29		0	2025-10-29 16:07:26	Leslie Lau
Labor Union Email Addresses		PSCreview@seiu1021.org		0	2025-10-29 16:07:26	Leslie Lau
Requires CSC Approval by Duration?		false		0	2025-10-29 16:07:26	Leslie Lau
Does the Department have employees with the required skills and expertise?		No		0	2025-10-29 16:07:26	Leslie Lau
Reassignment count		0		0	2025-10-29 16:07:26	Leslie Lau
UNS (Pre/Post)		false		0	2025-10-29 16:07:26	Leslie Lau
Requires CSC Approval by Amount?		false		0	2025-10-29 16:07:26	Leslie Lau
Contract Number		DHRPSC0005867 v 1.0		0	2025-10-29 16:07:26	Leslie Lau
Requires CSC Approval by Scope?		false		0	2025-10-29 16:07:26	Leslie Lau
Previously Approved Amount		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Upon approval		Proceed to Next Task		0	2025-10-29 16:07:26	Leslie Lau
Amendment Total Increase Percent Exceeds Threshold		false		0	2025-10-29 16:07:26	Leslie Lau
Union Review Required		false		0	2025-10-29 16:07:26	Leslie Lau
Amended from Digitized		false		0	2025-10-29 16:07:26	Leslie Lau
Request Type		New		0	2025-10-29 16:07:26	Leslie Lau
Effective number		DHRPSC0005867		0	2025-10-29 16:07:26	Leslie Lau
Opened by		Leslie Lau		0	2025-10-29 16:07:26	Leslie Lau
Domain		global		0	2025-10-29 16:07:26	Leslie Lau

Label	Old	New	Type	Update number	Update time	User name
Last Cumulative CSC Approved Amount (Digitized Only)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Vehicles and Trailers		false		0	2025-10-29 16:07:26	Leslie Lau
Union Notification Sent		false		0	2025-10-29 16:07:26	Leslie Lau
Opened		2025-10-29 16:00:58		0	2025-10-29 16:07:26	Leslie Lau
Base Version		DHRPSC0005867 v 1.0		0	2025-10-29 16:07:26	Leslie Lau
Union notification waived		false		0	2025-10-29 16:07:26	Leslie Lau
Requester		Leslie Lau		0	2025-10-29 16:07:26	Leslie Lau
Explain the Temporary basis of the services		Immediately needed services to respond to a declared emergency		0	2025-10-29 16:07:26	Leslie Lau
Amendment Total Non-CSC Approved Duration Exceeds Threshold		false		0	2025-10-29 16:07:26	Leslie Lau
Contact type		Phone		0	2025-10-29 16:07:26	Leslie Lau
PSC Amount Decimal Unformatted		9,100,000		0	2025-10-29 16:07:26	Leslie Lau
On Premise Software and Support		false		0	2025-10-29 16:07:26	Leslie Lau
Special circumstances related to funding that the Commission should consider?		Yes		0	2025-10-29 16:07:26	Leslie Lau
First Contract Not Yet Issued		false		0	2025-10-29 16:07:26	Leslie Lau
Submitted for Review		false		0	2025-10-29 16:07:26	Leslie Lau
PSC Approved Amount		\$9,100,000.00		0	2025-10-29 16:07:26	Leslie Lau
Current Cumulative Approved Amount (Digitized Only)		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Total Amended Amount		\$0.00		0	2025-10-29 16:07:26	Leslie Lau
Commodities, Equipment and Hardware		false		0	2025-10-29 16:07:26	Leslie Lau
email	e1d396152b0d3290 6469ff10de91bfbc		Email	43	2025-11-05 10:02:14	rocio.duenas@sfgov.org, cathy.huang@...

Label	Old	New	Type	Update number	Update time	User name
email	64f39cb32b343a506 469ff10de91bf87		Email	40	2025-10-31 09:52:35	rocio.duenas@sfgov.org, cathy.huang@...
email	7863cc372b703a506 469ff10de91bf1d		Email	38	2025-10-31 08:40:15	shamika.gordon@sfgov.org, lavena.holmes@...
email	7863cc372b703a506 469ff10de91bf1b		Email	38	2025-10-31 08:40:14	rocio.duenas@sfgov.org, cathy.huang@...
email	b559d16b2bf0f6506 469ff10de91bfcd		Email	36	2025-10-30 20:17:18	gregory.stalfa@sfgov.org, suzanne.ch...
email	7256a8a73bf8f6507 b464b9aa4e45a48		Email	23	2025-10-30 16:34:33	tara.alvarez@sfgov.org
email	fe56a8a73bf8f6507b 464b9aa4e45a45		Email	23	2025-10-30 16:34:33	lavena.holmes@sfgov.org, lizzette.he...
email	4f5a5c6f3b78f6507b 464b9aa4e45ad1		Email	21	2025-10-30 15:42:09	rocio.duenas@sfgov.org, cathy.huang@...
email	4f5a5c6f3b78f6507b 464b9aa4e45ace		Email	21	2025-10-30 15:42:08	DHR-PersonalServicesContracts@sfgov....
email	c35a5c6f3b78f6507b 464b9aa4e45acc		Email	21	2025-10-30 15:42:08	DHR-PersonalServicesContracts@sfgov....
email	1aa940eb3bf4f6507 b464b9aa4e45ab1		Email	16	2025-10-30 14:29:11	rocio.duenas@sfgov.org, cathy.huang@...
email	96a940eb3bf4f6507 b464b9aa4e45ab3		Email	16	2025-10-30 14:29:11	tara.alvarez@sfgov.org

**Related List Title:** Approval List  
**Table name:** sysapproval\_approver  
**Query Condition:** Approval for = DHRPSC0005867  
**Sort Order:** Order in ascending order

1 Approvals

State	Approver	Approving	Created	Comments
No Longer Required	Sandra Eng	PSC Management: DHRPSC0005867 v 1.0	2025-10-29 16:07:28	



**MEMO**

**DATE:** March 20, 2026  
**TO:** Board of Supervisors  
**FROM:** San Francisco Human Services Agency  
**RE:** Retroactivity re: File #260211

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This Resolution seeks authorization for the San Francisco Human Services Agency (HSA) to retroactively accept and expend a grant in the amount of \$9,100,000 from the CCSF General Fund.

This was an Emergency contract under Administrative Code Section 21.15. The contract was certified 10/31/25. The Cover Letter and BOS Resolution were then drafted and sent through the internal SFHSA approval process.

Meanwhile, on 11/3/25 it was determined that certain details had not been included in the contract, such as deadlines for clients to use the funds and requirements to ensure that unspent funds were refunded to the City. After consulting with the City Attorney's office (CAT), we were instructed on 12/3/25 to formally modify the contract.

The Contract Modification was certified on 1/29/26.

The previously drafted versions of the Cover Letter and BOS Resolution were then revised and sent through the internal SFHSA approval process again. The documents were sent to CAT on 2/6/26 who responded on 2/17/26. The final versions were signed by HSA Executive Director on 2/25/26 and sent to the BOS clerk on 2/26/26.

We respectfully request retroactive authorization for this contract.

Please contact Jennifer Grant, Senior Administrative Analyst, Office of Contract Management, at [Jennifer.Grant@sfgov.org](mailto:Jennifer.Grant@sfgov.org) for any questions about this request.



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

### Filing Information

**Record Number**

SFEC126F0001105

**Status**

BOS Legislative Clerk Acceptance

**SFEC126f Form Type**

126f4 BOS

**File Number (BOS)**

260211

**Type of Filing**

Original

## Contractor Information

**Contractor Name**

San Francisco Marin Food Bank

**Contractor Email**

tcrosby@sfmfoodbank.org

**Contractor Phone #**

(415) 282-1900

**International Address?**

No

**Contractor Address (US)**

900 Pennsylvania Ave, , CA 94107

**Contractor City and State**

San Francisco - CA

**Contractor Zip Code**

94107

**Country**

United States of America

## Contract Information

**Contract Amount**

\$9,100,000.00

**Description of Amount of Contract**

\$9,000,000 for emergency virtual cards plus \$100,000 for tangible cards

**Contract Description**

New contract with San Francisco Marin Food Bank for the period of 10/30/2025 through 12/31/2025, in the amount of \$9,100,000. The purpose of this contract is to provide and manage direct cash assistance for food purchases through the San Francisco-Marín Food Bank, using GiveCard's prepaid platform to low-income San Francisco CalFresh residents. This service is needed on an emergency basis in order to replace the CalFresh benefits that were not paid to recipients on November 1st due to the federal government shutdown.

## City Agency - Departmental Contact Information

**Departmental Contact**

Jen Grant

**Departmental Contact Phone #**

(415) 355-6801

**Full Department Name**

DSS - Human Services Agency

**Agency Contact Email**

Rocio.Duenas@sfgov.org

## Contract Approval

**Mayoral Approval Not Required**

false

## Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Tanis	Crosby	
CFO	Michael	Braude	
COO	Sean	Brooks	
Board of Directors	Jonathan	Walker	
Board of Directors	Tara	Seracka	
Board of Directors	Alok	Agrawal	
Board of Directors	Juan	Benitez	
Board of Directors	Jessica	Berg	
Board of Directors	Noelle	Bonner	
Board of Directors	Dianna	Cavagnaro	
Board of Directors	Gia	Daniller-Katz	
Board of Directors	Ashley	Cheun Sridhar	
Board of Directors	Cynthia	Gaylor	
Board of Directors	Michelle	Griffin	
Board of Directors	Ansaf	Kareem	
Board of Directors	John	Lyons	
Board of Directors	Horace	Montgomery	
Board of Directors	Grace	Park	
Board of Directors	Max	Rettig	
Board of Directors	Beth	Roy Jenkyn	
Board of Directors	Jeff	Schoppert	
Board of Directors	Hilary	Seligman	
Board of Directors	Linda	Shiue	
Board of Directors	Uma	Sinha	
Board of Directors	Judy	Young	



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)

February 26, 2026

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

RE: Proposed Resolution for contract with San Francisco-Marin Food Bank for provision of CalFresh Stopgap Emergency Gift Card Initiative

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting retroactive approval of the contract and amendment with San Francisco-Marin Food Bank for the provision of CalFresh Stopgap Emergency Gift Card Initiative for the period from October 30, 2025 to December 31, 2025 for a total Not To Exceed amount of \$9,100,000.

The purpose of this contract was to provide and manage direct cash assistance for food purchases through the San Francisco-Marin Food Bank to low-income San Francisco CalFresh residents, using GiveCard's prepaid platform. This service was needed on an emergency basis in order to replace the CalFresh benefits that were not paid to recipients on November 1st due to the federal government shutdown. Funding for this agreement is provided through the City & County of San Francisco General Fund.

If you need additional information, please contact Jennifer Grant, Contract Manager, at [Jennifer.Grant@sfgov.org](mailto:Jennifer.Grant@sfgov.org).

Attached please find a copy of the proposed resolution. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

DocuSigned by:  
  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director



**Daniel Lurie**  
Mayor

**Trent Rhorer**  
Executive Director, SFHSA

**Kelly Dearman**  
Executive Director, DAS

Attachment: Draft Board Resolution