City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Fifth Amendment

Contract No. SFMTA 2014-48
CCO# 15-1349

THIS AMENDMENT (Amendment) is made as of April 12, 2022, in San Francisco, California, by and between TEGSCO, LLC (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. City and Contractor entered into the Agreement (defined below).

B. On July 6, 2021, the SFMTA, the San Francisco Human Service Agency ("HSA"), and San Francisco Homelessness and Supportive Housing ("HSH") entered into a memorandum of understanding to provide the SFMTA limited access to a certain Verification Database (defined in Article I below).

C. The City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to: (i) grant Contractor access to the Verification Database for the sole purpose of verifying the eligibility of tow customers for reductions in towing and storage fees, and to apply the corresponding fees/waivers under the SFMTA's income-based tow fee-reduction and fee-waiver programs; and (ii) establish the procedural requirements for Contractor's use of the Verification Database.

D. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposal No. 2014-48, issued July 26, 2015, and this Amendment is consistent with the process.

E. The SFMTA Board of Directors approved the Agreement by Resolution No. 16-024 on February 16, 2016; the Board of Supervisors approved the Agreement by Resolution No. 0099-16 on March 15, 2016.

NOW, THEREFORE, Contractor and the City 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 **April 1, 2016**, between Contractor and City, as amended by the:

First Amendment, dated October 1, 2016,

Second Amendment, dated July 1, 2019,

Third Amendment, dated April 1, 2021, and

Forth Amendment, dated April 11, 2022

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 to the Agreement

The Agreement is modified as follows:

2.1 **Article 1 (Definitions).** New Sections are added to Article 1 of the Agreement to read as follows:

1.16 "Authorized User" means any individual authorized by Contractor to access the Verification Database in accordance with this Agreement.

1.17 "HSA" means the San Francisco Human Services Agency.

1.18 "HSH" means the San Francisco Homelessness and Supportive Housing Department.

1.19 "Protected Personal Information" or **"PPI"** means any information defined as "Personal Information" under the City Privacy First Policy, San Francisco Charter section 16.130, paragraph (d).

1.20 "Verification Database" means that certain HSA-owned database containing Protected Personal Information and other information about clients served by HSA and/or HSH.

2.2 A new Section **"Verification of Eligibility for Tow Fee-Reductions or Waivers" (Section II.F.11)** is added to Appendix A - Statement of Services - of the Agreement to read as follows:

Section F

Verification of Qualifications for Fee Reductions or Waivers

1. Contractor shall access the Verification Database only to confirm whether HSA has previously and recently verified a tow customer's income, or whether HSH has previously and recently verified a tow customer's eligibility for HSH services. The objective is to permit Contractor to rely on HSA's or HSH's prior income or eligibility verification, when available, to deem tow customer's eligible for SFMTA-offered benefits such as low-income discounts or fee waivers.
2. Contractor acknowledges that the Verification Database contains PPI and is proprietary to HSA, and agrees to safeguard PPI from unauthorized disclosures, including but not limited to keeping such PPI confidential, except to the extent disclosure is required to administer the SFMTA's low-income discount or fee waiver programs.
3. Contractor shall use appropriate administrative, physical, and technical safeguards consistent with best practices in Contractor's industry for handling PPI to prevent the unauthorized use or disclosure of PPI.
4. Contractor shall protect against any reasonably anticipated threats or hazards to the security or integrity of the Verification Database. Contractor shall provide training on PPI privacy and security to Authorized Users and shall ensure Authorized Users shall not download, create, or transfer PPI offsite without prior written authorization from the SFMTA.
5. Contractor shall notify the SFMTA within five calendar days of any suspected misuse or disclosure of PPI, or any unauthorized access to the Verification Database.
6. Contractor shall take prompt corrective action to remedy any unpermitted disclosure of PPI and take all reasonable steps to mitigate any harmful effect of an unauthorized use or disclosure.
7. Contractor shall implement these obligations and responsibilities for all Authorized Users accessing the Verification Database.
8. Contractor shall provide SFMTA with a single point of contact to coordinate access to the Verification Database and ensure compliance, as follows:
    a. provide the SFMTA with a list of names for each individual requesting access to the Verification Database access as an Authorized User;
    b. ensure each Authorized User requesting access to the Verification Database signs the "HSA Data Systems Access Acknowledgment and Agreement Form", attached hereto as Exhibit I, as a condition of obtaining access;

c. notify the SFMTA in writing within three business days of the change in employment or status of any Authorized User that is no longer authorized access to the Verification Database;

d. ensure the Verification Database Authorized User passwords are not shared by or between Authorized Users;

e. review the Verification Database User Guide with Authorized User for training and resolving HSA-HSH Verification Database issues;

f. assist and cooperate with compliance reviews initiated by the SFMTA to audit Authorized User's access to, and use of, records from the Verification Database containing PPI.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

Article 4 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
San Francisco Municipal Transportation Agency Jeffrey P. Tumlin Director of Transportation Approved as to Form: David Chiu City Attorney By: Isidro Jimenez Isidro Jimenez Deputy City Attorney	TEGSCO, LLC Frank Mecklenburg CEO City Supplier Number: 48588

n:\ptc\as2022\1000468\01593777.docx

Exhibit I – HSA Data Systems Access Acknowledgment and Agreement Form
Exhibit II – MOU between SFMTA and HSA

Exhibit I

HSA Data Systems Access Acknowledgment and Agreement Form

As an Authorized User I agree to:

- Keep the information on the HSA-HSH Verification Database confidential;
- Use this information solely to determine the eligibility of tow customers for the SFMTA's income-based tow fee-reduction and fee-waiver programs;
- Not disclose my user name or password to any other person for the purpose of allowing that person to access information from the HSA-HSH Verification Database.

Authorized User Name (Print):

_____

Authorized User Signature:

_____

Date:_____

Exhibit II

MOU between SFMTA and HSA

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

HSA-HSH Verification Database Use and Disclosure Memorandum of Understanding

This interagency memorandum of understanding ("MOU") is made in the City and County of San Francisco, State of California, by and among the San Francisco Human Services Agency ("HSA" or "Data Provider"); the Department of Homelessness and Supportive Housing ("HSH"); and the San Francisco Municipal Transportation Agency ("SFMTA" or "User"), each an "Agency" and collectively the "Agencies".

I. PURPOSE

The Agencies enter into this MOU to provide SFMTA access to specific Protected Personal Information about HSA Clients and HSH Clients which is displayed by the "HSA-HSH Verification Database" so SFMTA may verify the eligibility of such individuals for SFMTA's income-based discount or fee-waiver programs while securing this Protected Personal Information against unauthorized or unlawful disclosure, access, manipulation, or other misuse.

II. DEFINITIONS

A. Data Provider

Agency Name: San Francisco Human Service Agency
Single Point of Contact (SPOC) Name: Nora Martín-White
Title: Program Support Analyst
E-mail: nora.martin-white@sfgov.org
Mailing Address: 170 Otis Street, 8th Floor, San Francisco CA 94103
Phone: 415-557-6260

B. HSH

Agency Name: San Francisco Homelessness and Supportive Housing
Single Point of Contact (SPOC) Name: Leslie Bilbro
Title: Coordinated Entry Manager
E-mail: leslie.bilbro@sfgov.org
Mailing Address: PO Box 427400, San Francisco, CA 94142
Phone: 628-652-7700

C. User

Agency Name: Municipal Transportation Agency
Single Point of Contact (SPOC) Name: Diana Hammons
Title: Senior Manager, Revenue Collection and Sales
E-mail: Diana.Hammons@sfmta.com
Mailing Address: 1 S Van Ness Avenue, San Francisco, CA
Phone: 415-646-2495

D. Authorized User

Each individual supervised by User that User approves to access the HSA-HSH Verification Database in accordance with this MOU, including User's employees, contractors, subcontractors, vendors, and agents.

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

E. HSA Clients

Low-income families or individuals served by San Francisco's social safety net of public benefits and services, including CalFresh, Medi-Cal, CalWORKs, County Adult Assistance Programs, and workforce development services.

F. HSH Clients

Adults and/or families with a connection to San Francisco who have requested housing assistance in the San Francisco Homeless Response System.

G. Protected Personal Information

Any information that is "Personal Information" pursuant to San Francisco Charter section 16.130, paragraph (d), which shall be deemed by the Agencies to be confidential. Most relevant to this MOU, Protected Personal Information includes, but is not limited to, an individual's name, social security number, address, and financial information.

III. TERMS AND TERMINATION

This MOU shall be effective from July 6, 2021 through June 30, 2024.

This MOU or any renewal thereof may be terminated by any Agency upon thirty (30) days prior written notice to the other Agencies. In the event of termination, all access by User to the HSA-HSH Verification Database shall cease.

IV. DESCRIPTION OF DATA

HSH provides data on HSH Clients to the HSA-HSH Verification Database. HSA provides data about HSA Clients to the HSA-HSH Verification Database. Data Provider will provide User with limited, read-only access to the HSA-HSH Verification Database, to view the minimum Protected Personal Information necessary to qualify HSA Clients and HSH Clients for User's income-based discount or fee-waiver programs. This Protected Personal Information, which shall be made available for User's viewing as listed in Appendix A, is the minimum amount of data necessary to accomplish the purpose of this MOU.

V. PERMITTED USE OF DATA

User shall use Protected Personal Information only to confirm whether HSA has previously and recently verified an individual's income, or whether HSH has previously and recently verified an individual's eligibility for HSH services. The objective is to permit User to rely on HSA's or HSH's prior income or eligibility verification, when available, to deem individuals eligible for User benefits such as low-income discounts or fee waivers. User's use and disclosure of this Protected Personal Information shall be strictly limited to the specific purposes stated herein, and to the specific individuals who have provided a release-of-information authorization to User granting User permission to access their Protected Personal Information. User represents that the data fields listed in Appendix A constitute the minimum amount of information necessary to accomplish this purpose. No other data fields pertaining to HSA Clients or HSH Clients will be produced or disclosed by the HSA-HSH Verification Database.

VI. JUSTIFICATION FOR USE AND DISCLOSURE

Information about clients' use of public benefits is treated as confidential under both federal and state law (7 USC § 2020, 42 USC § 602, 42 USC § 1396a, California Welfare & Institutions Code §§ 10850 and 14100.2), but may be disclosed with the written authorization of the client. (42 U.S.C. § 431.306(d);

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

7 CFR § 272.1(c)(3); California Department of Social Services' Manual of Policies and Procedures Chapters 19-004 and 19-005; and the Privacy and Security Agreement between HSA and the California Department of Social Services).

Under this MOU, Authorized Users will access the HSA-HSH Verification Database to view information only for HSA Clients and HSH Clients who have provided User with written authorization to do so.

VII. USER AND DATA PROVIDER RESPONSIBILITIES

User hereby acknowledges and agrees to the following confidentiality obligations and responsibilities:

1) User acknowledges that the HSA-HSH Verification Database contains Protected Personal Information and is proprietary to Data Provider, and agrees to safeguard Protected Personal Information from unauthorized disclosures, including but not limited to keeping such data confidential except to the extent disclosure is required to administer User's low-income discount or fee waiver programs.

2) User will use appropriate administrative, physical, and technical safeguards consistent with best practices for handling Protected Personal Information to prevent the unauthorized use or disclosure of Protected Personal Information accessed under this MOU.

3) User shall protect against any reasonably anticipated threats or hazards to the security or integrity of the Protected Personal Information. User shall provide training on Protected Personal Information privacy and security to Authorized Users, and shall ensure that Authorized Users shall not download, create, or transfer Protected Personal Information offsite without prior written authorization from Data Provider.

4) User shall notify Data Provider's Privacy Office (hsaprivacy@sfgov.org) within **5 calendar days** of any suspected misuse or disclosure of Protected Personal Information, or any unauthorized access to the HSA-HSH Verification Database, not permitted under this MOU.

5) User shall take prompt corrective action to remedy any unpermitted disclosure of Protected Personal Information, and take all reasonable steps to mitigate any harmful effect of an unauthorized use or disclosure, and take action to notify effected parties of such disclosure.

6) User shall implement these obligations and responsibilities for all Authorized Users approved by User to access the HSA-HSH Verification Database. User shall insert each of these obligations and responsibilities into any contracts or subcontracts with entities for whom User will seek authorization to access the HSA-HSH Verification Database.

7) User shall provide Data Provider with a Single Point of Contact (SPOC) to coordinate access and ensure compliance with this MOU.

8) User's SPOC shall:

a. Provide Data Provider with a list of names, email addresses, and telephone numbers for each individual requesting access to the HSA-HSH Verification Database access as an Authorized User;

b. Ensure each Authorized User requesting access to the HSA-HSH Verification Database signs the "HSA Data Systems Access Acknowledgment and Agreement Form", attached hereto as Appendix B, as a condition of obtaining access;

c. Notify Data Provider's SPOC, **within three business days of the change in employment or status** of any Authorized User that is no longer authorized access to the HSA-HSH Verification Database;

d. Ensure the HSA-HSH Verification Database User passwords are shared by or between Authorized Users;

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

e. Review the HSA-HSH Verification Database User Guide with Authorized User for training and resolving HSA-HSH Verification Database issues;
f. Escalate unresolved HSA-HSH Verification Database issues directly to Data Provider's SPOC for assistance and resolution;
g. Participate in regular meetings with Data Provider, as needed, to ensure continued cooperation, information sharing and resolution of issues;
h. Establish and implement contingency plans for connectivity, system outage, disaster preparation and recovery as it relates to provisions of this MOU.
i. Assist and cooperate with compliance reviews to audit User's access to, and use of, records from the HSA-HSH Verification Database containing Protected Personal Information.

Data Provider hereby acknowledges and agrees to the following confidentiality obligations and responsibilities:

1) Allow each Authorized User access to limited view, read-only client information via the HSA-HSH Verification Database by providing access, security, password/user identification accounts and confidentiality protocols. Client information will be strictly limited to the data elements defined in Appendix A.
2) Verify that any Authorized User who is not an employee of User is subject to a contract or subcontract with User's obligations and responsibilities above, prior to permitting access to the HSA-HSH Verification Database.
3) Establish and maintain User connectivity to the HSA-HSH Verification Database and otherwise maintain HSA-HSH Verification Database administrative responsibilities as long as funding is available**.**
4) Terminate HSA-HSH Verification Database access when User notifies that any Authorized User is no longer authorized to access the HSA-HSH Verification Database due to change in employment or status.
5) Regularly ask User whether any previous Authorized User is no longer authorized to access the HSA-HSH Verification Database due to change in employment or status.
6) Conduct periodic HSA-HSH Verification Database compliance reviews.

VIII. ADDITIONAL PROVISIONS

1. Amendments

No amendment, alteration, or variation of the terms of this MOU will be valid unless made in writing and signed by the Agencies. No oral understating or agreement not incorporated herein will be binding on any Agency.

2. Notice to Agencies

Unless otherwise indicated elsewhere in this MOU, all written communications sent by the Agencies pursuant to this MOU shall be sent by e-mail and shall be addressed to the respective SPOC identified in Section II of this MOU.

3. Notification of Claims

Each Agency shall promptly notify the other Agency upon notification or receipt of any civil or criminal claim, demand, subpoena, service of process, anticipated cause of action, litigation hold, discovery request, lawsuit, or governmental enforcement action (collectively "actions") arising out of or related to this MOU, regardless if any Agency is specifically named in the action.

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

4. Applicable Law

The federal laws and laws of the State of California govern this MOU.

IN WITNESS THEREOF, the undersigned have entered into this MOU as of the most recent signature date below.

SIGNED BY:

DocuSigned by:
Susan Smith
A2226781A63E40E...

7/6/2021

Name: Susie Smith — Date
Title: Deputy Director, Policy and Planning
Agency Name: San Francisco Human Services Agency

DocuSigned by:
Noelle Simmons
FB6FD0240B6F490...

7/2/2021

Name: Noelle Simmons — Date
Title: Chief Deputy Director
Agency Name: San Francisco Homelessness and Supportive Housing

DocuSigned by:
A0ED8F5BCB3E4F6...

7/5/2021

Name: Jonathan Rewers — Date
Title: Chief Financial Officer
Agency Name: San Francisco Municipal Transportation Agency

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

Appendix A: Data Fields for HSA-HSH Verification Database

HSA Clients
The HSA-HSH Verification Database will display only the following data for HSA Clients based on the client's HSA program record:

- First Name
- Last Name
- Date of Birth
- Last four digits of SSN
- Address
- Federal Poverty Level (FPL) status, as estimated by HSA*

*HSA estimates an individual's FPL based on household income information kept by various programs administered by HSA. The FPL calculated for individuals is an approximation based on their participation in any programs provided by HSA. Many of these programs are state and/or federally regulated, and have different and highly complex formulas for calculating income. If the individual has previously had income information verified by HSA, but more than one year from the search date, the FPL field will show "Current Information Not Available."

If the individual has not had income information verified by HSA, the result will show "Unable to find a match."

HSH Clients
The HSA-HSH Verification Database will display only the following data for HSH Clients based on the client's HSH program record:

- First Name
- Last Name
- Date of Birth

If the HSH client is found in the database, the result will show these data fields and the phrase "Qualifies for HSH discount." If the client is not found, the result will show "Unable to find a match."

DocuSign Envelope ID: 5BE0A080-1779-4EB8-A195-16E7FD4C6EB0

Appendix B: HSA Data Systems Access Acknowledgment and Agreement Form

As an Authorized User I agree to:

- Keep the information on the HSA-HSH Verification Database confidential;
- Use this information solely for the determination of potential eligibility for SFMTA benefits such as low-income discount or fee waiver programs;
- Not disclose my user name or password to any other person for the purpose of allowing that person to access information from the HSA-HSH Verification Database.

Authorized User Name (Print): _____

Authorized User Signature: _____

Date:_____