

CITYWIDE MEMORANDUM OF UNDERSTANDING

First Amendment and Restatement of the Citywide Repository MOU

This First Amendment and Restatement of the City Repository MOU ("**First Amendment**") is made by and among the **New York City Department of Homeless Services ("DHS")**, with offices located at 33 Beaver Street, New York, NY 10004, **New York City Emergency Management ("NYCEM")**, with offices located at 165 Cadman Plaza East, Brooklyn NY 11201, the **New York City Office of Technology and Innovation ("OTI")**, with offices at 2 MetroTech Center, Brooklyn, NY 11201, the **New York City Mayor's Office of Asylum Seeker Operations ("OASO")**, with offices at 22 Reade Street, New York, NY 10007, and the **New York City Department of Social Services/Human Resources Administration ("DSS/HRA")**, with offices at 150 Greenwich Street, New York, NY 10007 (each a "**Party**" and collectively the "**Parties**").

Recitals

WHEREAS, in an Emergency Executive Order dated October 7, 2022 ("**EEO 224**"), Mayor Adams declared a state of emergency (the "**State of Emergency**") based on the arrival of thousands of individuals and families seeking asylum, shelter, and other services in New York City ("**New Arrivals**"); and

WHEREAS, the State of Emergency remains in effect; and

WHEREAS, EEO 224 authorized the establishment and operation of temporary humanitarian emergency response and relief centers ("**HERRCs**"), where New Arrivals can obtain food, medical care, case management services, and short-term shelter; and

WHEREAS, pursuant to EEO 224, the City of New York and the New York City Health and Hospitals Corporation ("**H+H**") executed a Memorandum of Understanding dated October 13, 2022, and an amended Memorandum of Understanding dated January 10, 2023 (the "**HERRC MOU**") to establish the entities responsible for HERRC and other temporary housing assistance facility operations, policies, and procedures; and

WHEREAS, NYCEM is the City agency responsible for coordinating citywide planning and response for emergencies impacting public health and safety in New York City; and

WHEREAS, OTI is the City entity responsible for developing, managing, and improving information technology infrastructure and service delivery; and

WHEREAS, the HERRC MOU identified NYCEM as the entity responsible for determining the disposition of data collected and generated for HERRC operations and the provision of services, including identifying information pertaining to New Arrivals receiving HERRC and other services ("**HERRC guests**"); and

WHEREAS, the HERRC MOU identified OTI as the entity responsible for developing technology infrastructure tools for storing any data, including identifying information, collected, and generated for HERRC operations and the provision of services to New Arrivals receiving HERRC and other services; and

WHEREAS, pursuant to the HERRC MOU, OTI developed and maintains an electronic database / case management system ("**HOST**") which serves as the HERRC system of record and is used for collecting and storing identifying information pertaining to HERRC guests; and

WHEREAS, DHS is the City entity responsible for providing temporary shelter to individuals and families experiencing homelessness in New York City, and is currently providing temporary shelter for thousands of New Arrivals (“**DHS New Arrival clients**”); and

WHEREAS, DHS developed and maintains an electronic database / case management system (“**CARES**”) which serves as the DHS system of record and is used for collecting and storing identifying information pertaining to individuals and families who resided or currently reside in DHS shelter, including DHS New Arrival clients; and

WHEREAS, DHS, NYCEM, and OTI entered into a Memorandum of Understanding dated October 10, 2023 (the “**Citywide Repository MOU**”), laying out the terms of access to and use of a citywide repository for information related to the operations, oversight, reporting, analysis, auditing and related program management activities for New Arrival clients at HERRC, DHS, and other temporary housing assistance facilities (such repository the “**Citywide Repository**”); and

WHEREAS, on March 7, 2023, Mayor Adams released “The Road Forward: A Blueprint to Address New York City’s Response to the Asylum Seeker Crisis,” announcing the creation of the NYC Office of Asylum Seeker Operations (“**OASO**”), whose mission includes interstate and interagency coordination to assist asylum seekers with long-term housing, relocation, resettlement, workforce development, and legal services;

WHEREAS, under Section 7 of the Citywide Repository MOU, the Parties to the Citywide Repository MOU can only modify the Citywide Repository MOU in writing; and

WHEREAS, the Parties to the Citywide Repository MOU now desire to amend and restate the Citywide Repository MOU, replace Appendix A with a new Appendix A.1, add new Appendices B and C, and add OASO and DSS/HRA as additional Parties;

NOW, THEREFORE, the Parties agree to amend and restate the Citywide Repository MOU as follows:

1. DEFINITIONS.

- a. **Authorized Users** means employees, officials, agents, and contractors of the Parties and Other City Entities that are future signatories to the supplemental agreement at Appendix C whose access to the Citywide Repository or Data is necessary to carry out activities in furtherance of the Permitted Purposes.
- b. **Citywide Repository** means the system operated by OTI that stores and deduplicates data from the HOST, DHS’s CARES systems, and other data added to the Repository at a future date.
- c. **Data** means all data elements in the Citywide Repository.
- d. **De-Identify** means removing identifying information from individual level information for all records included, integrated, and stored in the Citywide Repository. Unique Identifiers that a Party may assign to its own Data before transferring it to the Citywide Repository need not be removed from the Data as long as they cannot be used (other than by the Party creating the Unique

Identifier) to identify or locate an individual.

- e. **Identifying Information** means any information that alone or in combination with other information can be used to identify or locate a person.
- f. **Other City Entities** means agencies such as New York City Agencies, Mayoral Offices, Departments, the New York City School District, and H+H that are not signatories to the Citywide Repository MOU.
- g. **Permitted Purposes** means specific activities for which the Data may be accessed, used, and disclosed, as specified in Appendix A.1 and Appendix B.

2. PURPOSE AND GOVERNANCE.

- a. This First Amendment sets forth the terms and conditions relating to the Data contained in Citywide Repository and the use of all data transmitted, exchanged, stored, accessed, analyzed, and reported in connection therewith.
- b. NYCEM, in coordination with OASO, will operationally direct Data, grant or deny access to Data, and otherwise determine the disposition of Data. In case of a data breach, NYCEM will coordinate appropriate notifications with OTI.
- c. OTI shall provide technical and logistical support for building the Citywide Repository and integrating and housing the Data, and is the Party responsible for credentialing, tracking, and auditing Authorized Users.
- d. Data available through the Citywide Repository will be accessed, used, and disclosed only for authorized City purposes, in accordance with all applicable laws and regulations, in a manner consistent with each Party's legal bases for disclosure, and pursuant to the Permitted Purposes outlined in Appendix A.1.

3. DATA ACCESS, CONTROLLING LAWS AND REGULATIONS, AND CONFIDENTIALITY REQUIREMENTS.

- a. The provision of, access to, and use of the Citywide Repository and the Data contained therein are subject to all applicable federal, state, and local laws and regulations.
- b. The Parties will not use Data for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Data unless explicitly authorized pursuant to this First Amendment.
- c. Direct access to the Citywide Repository is restricted to Authorized Users whose access is necessary to perform activities in furtherance of the Permitted Purposes outlined in Appendix A.1 and authorized use cases outlined in Appendix B.
- d. The Parties will comply and will ensure their Authorized Users comply with all applicable federal, state, and local laws and regulations relating to the protection

of any Data used, disclosed, accessed, or transmitted in connection with this First Amendment.

- e. The Parties will require their Authorized Users to access the Citywide Repository and any Data contained therein only for activities in furtherance of the Permitted Purposes outlined in Appendix A.1 and will ensure that their Authorized Users understand and comply with the provisions of this First Amendment.
- f. Data stored, generated, or derived from the Citywide Repository may not be disclosed unless:
 - i. such disclosure is explicitly authorized pursuant to this First Amendment as an activity that is in furtherance of the Permitted Purposes outlined in Appendix A.1 and approved use cases outlined in Appendix B; or
 - ii. such disclosure is required by court order or law, in which case the Data will be disclosed only to the extent allowed under such court order or as necessary to comply with such law.

4. DATA SECURITY, DATA MANAGEMENT, AND DATA TRANSFER

- a. The Citywide Repository will be developed and maintained in compliance with the citywide security standards and requirements for data security set forth by the NYC Office of Technology and Innovation and its Office of Cyber Command.¹
- b. In accessing the Citywide Repository or the Data contained therein, the Parties and their Authorized Users shall ensure that physical, technological, and procedural safeguards are in place pursuant to Citywide security standards and requirements for data security set forth by the NYC Office of Technology and Innovation to protect the security of subject Data including, but not limited to, ensuring that their personnel understand their obligations under this First Amendment and applicable laws, regulations, and executive orders.
- c. The Parties acknowledge and agree that H+H is not subject to the Citywide Technology Policies and Guidelines and the Chief Privacy Officer Policies. Any reference to the application of such policies to the Parties throughout this First Amendment excludes H+H. Should H+H seek access to the Citywide Repository through a supplement agreement pursuant to section 9 of this First Amendment, H+H will treat Data received, created, maintained, or transmitted pursuant to the MOU in accordance with H+H HIPAA Privacy and Security Operating Procedures and EITS Information Security Risk Management Policies, Standards, Plans and Procedures. Such policies generally incorporate New York City Office of

¹ See NYC Cyber Command Policies, available at: <https://cityshare1.nycnet/content/cityshare/pages/cyber-command/cyber-command-policies>.

Technology and Innovation (OTI) policies by reference and meet or exceed OTI principles.

- d. Parties contributing Data will securely transfer it to the Citywide Repository via secure file transfer mechanism or as otherwise provided in Appendix A.1 or as agreed by the Parties. All Data will be stored on City-managed technology resources, and will be encrypted, password-protected, and accessible only to Authorized Users.
- e. Downloading of Data obtained from the Citywide Repository is strictly prohibited unless explicitly permitted in Appendix A.1, and shall occur only through a secure file transfer protocol, and Data must at all times be maintained in a secure environment pursuant to the citywide security standards and requirements for data security set forth by the Office of Cyber Command. Access to such secure environments shall be protected by differential access controls and limited to those individuals who require access to carry out their duties.
- f. The Parties will treat Data as Restricted Information under the Citywide Cybersecurity Program Policies and Standards issued by the NYC OTI Office of Cyber Command.
- g. If any Party discovers or suspects unauthorized use or disclosure of Data, or discovers or suspects unauthorized access to the Citywide Repository, that Party will promptly:
 - i. notify the other Parties, no later than 24 hours after discovery, of:
 - 1. the discovery of the known or suspected unauthorized use or disclosure;
 - 2. the date of the use or disclosure;
 - 3. the name of the user or recipient, if known;
 - 4. the address of the user or recipient, if known;
 - 5. the affiliation of the user or recipient, if known;
 - 6. a brief description of the information accessed, used, or disclosed;
 - 7. a description of any remedial measures taken to mitigate the effects of such unauthorized use or disclosure of Data, in accordance with all relevant laws; and
 - 8. any details necessary for the Parties to know when and how the unauthorized use or disclosure was made;
 - ii. cooperate with the other Parties and relevant City officials, including the City's Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the unauthorized use, disclosure, and/or access, and make any required or voluntary notices; and

- iii. take all reasonably necessary steps to prevent or mitigate damages related to the unauthorized use, disclosure, or access.
- h. Upon the earlier of a Party's request, termination of the MOU, or when Data is no longer necessary for the Permitted Purpose, OTI shall erase, destroy, or render unreadable in its entirety some or all Data contained in the Citywide Repository in a manner that prevents its physical reconstruction, and certify in writing to the other Parties that these actions have been completed within 30 calendar days of a Party's request for such destruction, the termination of the MOU, or when Data is no longer necessary for the Permitted Purpose. If impossible or illegal to destroy Data, OTI will explain in writing why destruction is impossible or illegal.

5. LEGAL BASES FOR DISCLOSURE TO THE CITYWIDE REPOSITORY

- a. The agency privacy officers of each Party have approved the collection and disclosure from other Parties under this First Amendment of any "identifying information," as defined in section 23-1201 of the New York City Administrative Code, as furthering the purpose and mission of their respective agencies in that such collections and disclosures further City agencies' collective goal of responding to the State of Emergency.
- b. Under the HERRC MOU, data in the HOST system is permitted to be disclosed to address the needs of guests; to conduct and improve operations and services; to the New York City Police Department, upon request, in connection with a criminal investigation; or as otherwise required by law. Disclosing data in the HOST system to the Citywide Repository, and through the Repository to Authorized Users for approved purposes, will allow the Parties and City agencies to better serve New Arrivals by understanding their dynamics and use of services. It will also improve operations and services by deduplicating efforts and providing overall views of New Arrival operations.
- c. The disclosure of Data in DHS's CARES system is restricted under 18 NYCRR 357.2(a) to purposes directly connected to the administration of public assistance.² Under 18 NYCRR 357.3(a), disclosure is permitted to another agency or person when the confidential character of the information will be maintained; the information will be used for the purposes for which it is made available, such purposes to be reasonably related to the purposes of the public welfare program and the function of the inquiring agency; and the information will not be used for commercial or political purposes. This First Amendment contains provisions preserving the confidentiality of the information provided from CARES. Providing the information to the Citywide Repository, and through the Repository to Authorized Users for approved purposes, will better allow the Parties and City agencies to effectively serve the New Arrival population, which includes people currently in DHS's shelters. The information will not be used for commercial or

² Under federal regulations, such purposes include "establishing eligibility, determining the amount of assistance, and providing services for applicants and recipients." 45 CFR 205.50(a)(1)(i)(A).

political purposes. The disclosure of Data from DHS's CARES system to federal, state, or local law enforcement is permitted insofar as the request and disclosure comply with the requirements under 18 NYCRR 357.3(e).

- d. Executive Orders 34 and 41 of 2003 regulate the collection and disclosure of "confidential information," which includes "any information obtained and maintained by a City agency relating to an individual's sexual orientation, status as a victim of domestic violence, status as a victim of sexual assault, status as a crime witness, receipt of public assistance, or immigration status," and all information contained in an individual's income tax records. EO 34, as amended by EO 41, prohibits City officers and employees, other than law enforcement officers, from inquiring about a person's immigration status unless the information is necessary for determination of program, service or benefit eligibility or the provision of City services, or the inquiry is required by law. EO 41 prohibits City officers and employees from disclosing confidential information unless (a) such disclosure has been authorized in writing by the individual to whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or legal guardian; or (b) such disclosure is required by law; or (c) such disclosure is to another City officer or employee and is necessary to fulfill the purpose or achieve the mission of any City agency; or (d) in the case of confidential information other than information relating to immigration status, such disclosure is necessary to fulfill the purpose or achieve the mission of any City agency; or (e) in the case of information relating to immigration status, (i) the individual to whom such information pertains is suspected by such officer or employee or such officer's or employee's agency of engaging in illegal activity, other than mere status as an undocumented alien or (ii) the dissemination of such information is necessary to apprehend a person suspected of engaging in illegal activity, other than mere status as an undocumented alien or (iii) such disclosure is necessary in furtherance of an investigation of potential terrorist activity. Disclosures of confidential information to City officers and employees pursuant to this First Amendment are authorized because they are "necessary to fulfill the purpose or achieve the mission" of City agencies responding to the State of Emergency. Disclosures of confidential information other than immigration status to other persons or entities pursuant to this First Amendment are also authorized as necessary to fulfill that purpose and achieve that mission, and insofar as such disclosure is permitted by applicable federal and state law and regulation.

6. TERMINATION AND SURVIVAL.

- a. This First Amendment commences on the Effective Date and ends on December 31, 2025, unless terminated earlier in accordance with this section. The Parties may renew this First Amendment by mutual written agreement.
- b. Any Party may terminate its participation in this First Amendment for any reason by giving the other Parties 30 days' notice. If this First Amendment is terminated, each Party will make reasonable efforts to finalize any pending obligations or tasks relating to the terms of this First Amendment.
- c. The provisions regarding data security, confidentiality, and data access survive

the termination, cancellation, or expiration of this First Amendment, unless the Parties agree otherwise in writing.

7. **Modification.** The Parties can only modify this First Amendment in writing, except that Appendix B may be amended by bilateral agreement between NYCEM and DHS as provided in Appendix A.1.
8. **Signing.** This First Amendment may be executed in counterparts and with electronic signatures.
9. **Additional parties.** Should any Other City Entity seek access to the Citywide Repository or data from the Citywide Repository to support the Project Activities listed in Appendix A.1, such access shall be provided according to the terms and conditions of this First Amendment, and any subsequent modifications, upon signature of the Other City Entity and the Parties to a supplemental agreement, a form for which is attached to this First Amendment at Appendix C ("Supplemental Agreement"). The Parties to this First Amendment may further modify the Citywide Repository MOU without consulting with, or obtaining the agreement of, Other City Entities that have signed any Supplemental Agreement, provided that each such Other City Entity must sign a new Supplemental Agreement after each modification to this First Amendment or terminate its participation in accordance the terms of the Supplemental Agreement. Any future modification to the Citywide Repository MOU shall include a section listing all Other City Entities that have signed a Supplemental Agreement as of the time of such modification.

10. Notices.

- a. Notices must be in writing and may be sent by email.
- b. Notices must be sent to the following representatives or their designees:
 - i. **For the Department of Homeless Services and the Department of Social Services/Human Resources Administration:**

Ann Marie Scalia, DSS General Counsel, at [REDACTED]

with a copy to:

Lauren Friedland, Chief Data Privacy Officer, at [REDACTED]

ii. For Emergency Management:

Robert Wilson II, Director of Legal Affairs, at [REDACTED]

with a copy to:

Sonja Orgias, Chief Counsel, at [REDACTED]

iii. **For the Office of Technology and Innovation:**

Melissa Guillaume, General Counsel, at [REDACTED]

Michael Fitzpatrick, New York City Chief Privacy Officer, at [REDACTED]

iv. **For the Office of Asylum Seeker Operations:**

Makousse Ilboudo, General Counsel, at [REDACTED]

with a copy to:

Chris Polack, Agency Privacy Officer Liaison, at [REDACTED]

- c. Any Party may change its contact information by notice to the other Parties. All changes take effect on receipt of notice.

11. ENTIRE UNDERSTANDING

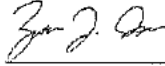
- a. This First Amendment and attached appendices constitute the entire understanding between the Parties with respect to its subject matter and is not intended to be a legally binding instrument or create any legally enforceable rights or obligations.
- b. The following documents are attached to this First Amendment:
- i. Appendix A.1 (Scope of Work / Permitted Purposes and Activities use and disclosure of Citywide Repository Data), to replace Appendix A to the original Citywide Repository MOU.
 - ii. Appendix B (Authorized Use Cases), which may be modified by bilateral agreement between NYCEM and DHS as provided in Appendix A.1.
 - iii. Appendix C (Form supplemental agreement for Other City Agencies seeking access to Citywide Repository).

12. Counterparts and Electronic Signatures. This First Amendment may be signed in multiple counterparts with the same effect as if the Parties had signed the same document. This First Amendment may be signed and delivered electronically (including, but not limited to, e-mail, "PDF", e-signature, or electronic signature platform). All signatures so obtained and transmitted shall be deemed to be original signatures for all purposes under this First Amendment.


13. Authority. The individual executing this First Amendment on behalf of the Party has the full power and authority to bind the Party to the terms thereof and has been authorized to do so.

Each Party is signing this First Amendment on the date stated below that Party's signature.


New York City Emergency Management

Signature: 
Name: Zach J. Iscol
Title: Commissioner
Date: 05/29/2024


New York City Department of Homeless Services

Signature: 
Joslyn Carter, LCSW (Jun 12, 2024 14:07 EDT)
Name: Joslyn Carter, LCSW
Title: DHS Administrator
Date: 06/12/2024

New York City Office of Technology and Innovation

Signature: 
Name: Melissa Guillaume
Title: General Counsel
Date: 06/20/2024

New York City Office of Asylum Seeker Operations

Signature: 
Name: Camille Joseph Varlack
Title: Chief of Staff and Special Counsel to The Mayor
Date: 06/27/2024

New York City Department of Social Services / Human Resources Administration

Signature: *Lauren Friedland*
Lauren Friedland (Jun 11, 2024 10:40 EDT)

Name: Lauren Friedland

Title: DSS Chief Data Privacy Officer

Date: 06/11/2024

**Appendix A.1: Scope of Work / Activities in Furtherance of Permitted Purposes
for access, use, and disclosure of Citywide Repository Data**

Project: Citywide Repository

Project Leads: NYC Emergency Management and NYC Office of Asylum Seeker Operations (“OASO”)

Additional Partners: NYC Department of Homeless Services; NYC Office of Technology and Innovation

Data Providers:

- New York City Department of Homeless Services (“DHS”)
- New York City Emergency Management (“NYCEM”)

Data Recipients:

- All New York City Agencies, Mayoral Offices, Departments, the New York City School District, and H+H (under the terms of the HERRC MOU) can submit requests for extracts, dashboards, and/or reports (see Activity 5).

Background of Project: Information about migrants, including individuals and families, who have recently arrived in New York City seeking temporary housing assistance and other services provided by the City (“**New Arrivals**”) has been stored in multiple systems managed by multiple agencies. The City has created a Citywide Repository that reflects data stored in these different systems in order to allow the City to obtain a more comprehensive understanding of the New Arrival population and its dynamics, and in order to provide more effective and coordinated services and for other purposes as defined by the Parties.

Project Goals: The project establishes and maintains a database (“**Citywide Repository**”) to facilitate the efficient allocation of resources to asylum seekers and generate quantitative performance metrics.

Details of Data Requested: The data involved comes from two systems, each of which contains information classified as Restricted under the Citywide Data Classification Policy. The first is HOST, a database of New Arrivals information that includes data related to shelter, case management, legal services, and other services provided by the

City for New Arrivals (collectively “HOST”).¹ The second is CARES, an electronic database/case management system that serves as the DHS system of record and is used for collecting and storing identifying information pertaining to individuals and families who resided or currently reside in DHS shelter, including DHS New Arrivals.

Project Activities: The project has five activities which may occur repeatedly and in any order.

Activity 1 – OTI develops Citywide Repository

OTI, in consultation with OASO, is developing the Citywide Repository, a database that receives data from the DHS CARES and HOST systems and serves as a resource for extracts, dashboards, and reports (see Activity 5). The specific data fields to be sent from each system to the Repository are outlined in Activity 2 and Activity 3.

Activity 2 – DHS transmits data from CARES to the Citywide Repository

Using a secure live data feed or secure file transfer, DHS regularly exports and transmits CARES data to the Citywide Repository which may include:

- Demographics (Name, DOB, Origin Country, Contact Details, and Language)
- Case Information (Shelter Entry/Exit, Placement/Facilities Information, Household Composition, CARES and Case IDs)
- Services (Supplemental Case Services and Benefits excluding Medical/Mental Health)
- System/Technical Details (Record Creation and Change dates)

CARES may represent these data elements in multiple or alternative formats. DHS will endeavor to ensure that the data elements to be transmitted to the Citywide Repository are validly produced.

Activity 3 – OTI transmits data from HOST to the Citywide Repository

Using a secure live data feed or a secure periodic file transfer, OTI, through the assistance of its vendor(s), transfers data from HOST to the Citywide Repository.

Activity 4 – Data Source Matching

Upon receiving data from HOST and CARES, the Citywide Repository automatically links New Arrival records that appear in both systems to create a unified record. To the extent

¹ HOST includes limited datasets provided by DHS CARES.

possible, this de-duplicates individual people who appear in both systems and helps derive more accurate counts and accounts of service delivery.

Activity 5 – Extracts, Dashboards, and Reporting

The Citywide Repository enables the development and/or provision of extracts, dashboards, and reports in order to support the provision of services for New Arrivals. These extracts, dashboards, and reports are developed by the Authorized Users. These extracts, dashboards, and reports may include aggregate, de-identified information, or client-level identifying information.

All requests for extracts, dashboards, and reports will be submitted to OASO for a preliminary review to confirm whether the request aligns with an existing use case. OASO will also provide guidance on the prioritization and sequencing of requests. Requests approved by OASO will then be submitted to NYCEM for review.

Information provided in response to requests for aggregate, de-identified information shall not include any identifying information or will be deidentified to a level sufficient, as determined by the NYCEM Agency Privacy Officer, to protect the privacy of individuals.

Requests for client-level identifying information will be reviewed by OASO and NYCEM to determine if the request aligns with an existing use case, listed in Appendix B, attached hereto and made a part hereof. If the request aligns with an existing use case, NYCEM may approve the request. If OASO and NYCEM determine that the request does not align with an existing use case, the request will be reviewed by NYCEM and DHS. If approved in writing (including email) by NYCEM and DHS, the new use case will be deemed to be added to Appendix B. NYCEM will provide the Parties with an updated Appendix B two (2) times per year, by April 30 and October 31.

Due to the scope of the asylum seeker crisis, and the extraordinary need for data analysis regarding New Arrivals, OASO seeks to have staff members from agencies such as New York City Agencies, Mayoral Offices, Departments, the New York City School District, and H+H that are not signatories to the Citywide Repository MOU (“Other City Entities”), assist in developing or analyzing extracts, dashboards, and reports.

To gain access to individual level data from the Citywide Repository, Other City Entities shall execute a supplemental agreement, a form for which is provided at Appendix C (“**Supplemental Agreement**”), and shall either re-sign the supplemental agreement after each modification to the Citywide Repository MOU or exercise their right to terminate

participation in the Citywide Repository MOU. Such access may involve direct access to the Citywide Repository or access to extracts, dashboards, and reports as approved by OASO and NYCEM.

OASO will maintain a list of all Other City Entities who have signed a Supplemental Agreement and track: (1) approved Authorized Users, (2) individual level datasets that have been approved to be shared with Other City Entities who have signed a Supplemental Agreement, and (3) the use case from Appendix B which covers each disclosure. OASO will promptly respond to any request from a Party to inspect this tracker.

Data Users; Use; Access: Access to the Citywide Repository and associated analytical products containing identifying information will be restricted to Authorized Users, as defined in Section 1(a) of the Citywide Repository MOU.

Data Transmission Method; Data Storage Requirements: All data sent and received under this MOU, unless de-identified, will be encrypted during transmission and at rest. The Citywide Repository and the associated analytical products containing identifying information will be developed using existing technological resources approved for storing Restricted information.

Data Classification Standard and Requirements: The data in the Citywide Repository, HOST, and CARES is classified as Restricted under the Citywide Cybersecurity Program Policies and Standards. Access to data in the Citywide Repository is controlled by the Project Leads.

Data ownership and retention: Data furnished to the Citywide Repository is controlled by the Project Leads with technical facilitation by OTI. OTI will retain the data according to the applicable retention schedule. Data will be protected as Restricted Information under the Citywide Cybersecurity Program Policies and Standards.

Appendix B

CITYWIDE REPOSITORY USE CASES FOR EXTRACTS, DASHBOARDS, AND REPORTING

1. Conduct analysis of new arrival population data and movements in and out of the shelter system to understand trends, forecast changes, and improve operations.
2. Analyze the effectiveness of programs and policies.
3. Share contact information and limited data on new arrivals who seek services from the City with government agencies and other partners to connect individuals to employment opportunities, resettlement, education, and other programs.
4. Analyze data of new arrivals who are or were in the City's care to increase efficiency of operations and improve services including (but not limited to) sheltering, food, legal services, case management, and other supports.
5. Provide aggregate and case-level data required for funding and reimbursement.
6. Share information relating to safety-related incidents in shelters to ensure safety of individuals in the City's care.
7. Analyze overall characteristics of new arrivals who are currently in or at one point were in the City's care to improve existing programs and suggest new programs to address their needs.
8. Provide aggregate and case-level data to city and state entities tasked with oversight and investigations, pursuant to confidentiality agreements, where appropriate.
9. Perform other administrative tasks to support the goals above.

Appendix C

SUPPLEMENTAL AGREEMENT to the CITYWIDE MEMORANDUM OF UNDERSTANDING

This Supplemental Agreement to the First Amendment and Restatement of the City Repository MOU (“**First Amendment**”) is made by and among the **New York City Department of Homeless Services (“DHS”)**, with offices located at 33 Beaver Street, New York, NY 10004, **New York City Emergency Management (“NYCEM”)**, with offices located at 165 Cadman Plaza East, Brooklyn NY 11201, the **New York City Office of Technology and Innovation (“OTI”)**, with offices at 2 MetroTech Center, Brooklyn, NY 11201, the **New York City Mayor’s Office of Asylum Seeker Operations (“OASO”)**, with offices at 22 Reade Street, New York, NY 10007, and the **New York City Department of Social Services/Human resources Administration (“DSS/HRA”)**, with offices at 150 Greenwich Street, New York, NY 10007 (each an “**MOU Party**” and collectively the “**MOU Parties**”), and [OFFICE NAME], with offices at [ADDRESS], (together, the “**Supplemental Parties**”).

Recitals

WHEREAS, DHS, NYCEM, and OTI entered into a Memorandum of Understanding dated October 10, 2023 (the “**Citywide Repository MOU**”), laying out the terms of access to and use of a citywide repository for information related to the operations, oversight, reporting, analysis, auditing and related program management activities for New Arrival clients (as defined in the Citywide Repository MOU) at HERRC, DHS, and other temporary housing facilities (such repository the “**Citywide Repository**”); and

WHEREAS, DHS, NYCEM, OTI, OASO, and DSS/HRA entered into the First Amendment on [INSERT DATE]; and

WHEREAS, a Citywide response to the asylum seeker humanitarian response is required,

NOW, THEREFORE, the Supplemental Parties agree as follows:

1. OASO will provide [OFFICE NAME] access to the Citywide Repository or to Data from the Citywide Repository to the extent approved pursuant to the procedures set forth in Appendix A.1 to the First Amendment.
2. [OFFICE NAME] agrees to all terms of the First Amendment and Restatement of the Citywide Repository MOU including all appendices thereto.
3. No Data from the Citywide Repository may be disclosed to any third party, except as approved by the MOU Parties in writing, or as otherwise required by law.
4. [OFFICE NAME] agrees that it may not necessarily be consulted on the terms and conditions of future modifications to the Citywide Repository MOU, but will be required to sign an updated Supplemental Agreement within 30 days of the Citywide Repository MOU amendment in order to

retain access to the Citywide Repository, should the MOU Parties execute any additional modifications to the Citywide Repository MOU.

5. Any Supplemental Party to this Supplemental Agreement can terminate this agreement with 30 days notice to the other Supplemental Parties to this agreement.
6. Notices must be in writing and may be sent by email. Notices must be sent to the following representatives or their designees: [NAME], [TITLE], at [EMAIL], with a copy to, [NAME], [TITLE], at [EMAIL].
7. This Supplemental Agreement can only be modified by written instrument signed by the Supplemental Parties to this agreement.
8. This Supplemental Agreement may be signed in multiple counterparts with the same effect as if the Supplemental Parties had signed the same document. This Supplemental Agreement may be signed and delivered electronically (including, but not limited to, e-mail, "PDF", e-signature, or electronic signature platform). All signatures so obtained and transmitted shall be deemed to be original signatures for all purposes under this Supplemental Agreement.
9. The individual executing this Supplemental Agreement has the full power and authority to bind the Supplemental Party to the terms thereof and has been authorized to do so.

Each Supplemental Party is signing on the date stated below that Supplemental Party's signature.

New York City Emergency Management

Signature: _____

Name: _____

Title: _____

Date: _____

New York City Department of Homeless Services

Signature: _____

Name: _____

Title: _____

Date: _____

New York City Office of Technology and Innovation

Signature: _____

Name: _____

Title: _____

Date: _____

New York City Office of Asylum Seeker Operations

Signature: _____

Name: _____

Title: _____

Date: _____

New York City Department of Social Services / Human Resources Administration

Signature: _____

Name: _____

Title: _____

Date: _____

[OFFICE NAME]

Signature: _____

Name: _____

Title: _____

Date: _____