APPENDIX B

Identifying Information Rider

1. Purpose.

Contractor agrees to comply with this Identifying Information Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

2. Definitions.

A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.

B. "Agency" means a City agency or office through which the City has entered into this Agreement.

C. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.

D. "Chief Privacy Officer" means the City's Chief Privacy Officer.

E. "Collection" means an action to receive, retrieve, extract, or access identifying information. Collection does not include receiving information that Contractor did not ask for.

F. "Contractor" means an entity entering into this Agreement with the City.

G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing identifying information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to identifying information obtained through a potential unauthorized access to Contractor's systems or records.

H. "Exigent circumstances" means cases where following this Rider would cause undue delays.

I. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.

J. "Identifying Information Law" means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.

K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out Contractor's obligations under this Agreement.

L. "Use" of Identifying Information means any operation performed on identifying information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

3. General Requirements.

A. Contractor will use appropriate physical, technological, and procedural safeguards to protect Identifying Information.

B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.

C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at https://nyc.gov/infosec. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.

D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

4. Collection.

A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:

i. has been approved by the Agency Privacy Officer;

ii. is required by law or treaty;

iii. is required by the New York City Police Department in connection with a criminal investigation; or

iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent.

5. Disclosure.

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

i. has been approved by the Agency Privacy Officer;

ii. is required by law or treaty;

iii. is required by the New York City Police Department in connection with a criminal investigation; or

iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or

v. has been authorized in writing by the individual to whom such information pertains or, if the individual is a minor or is otherwise not legally competent, by the individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

6. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the Agency Privacy Officer of any third-party requests for Identifying Information, cooperate with the Agency Privacy Officer to handle such requests, and comply with the Chief Privacy Officer's policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

7. Exigent Circumstances.

A. Notwithstanding Section 4 (Collection) and 5 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the Agency Privacy Officer in writing:

i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer;

ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.

B. If the Agency Privacy Officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to the provisions of Section 8(A)-8(D).

8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

A. If Contractor collects, discloses, uses, or accesses Identifying Information in violation of this Rider, Contractor will:

i. notify the Agency Privacy Officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or

access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access incident;

ii. cooperate with the Agency Privacy Officer 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 collection, disclosure, use, or access, and make any required or voluntary notices; and,

iii. take all necessary steps, as determined by the Agency Privacy Officer, to prevent or mitigate the effects of the collection, disclosure, use, or access.

B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:

i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;

ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;

iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;

iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,

v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.

C. If the Agency Privacy Officer or Chief Privacy Officer determines that notification to affected individuals is required pursuant to the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, then the Agency Privacy Officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the Agency Privacy Officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the Agency Privacy Officer's instructions as to form, content, scope, and recipients.

D. Monies and Set-Off.

i. Contractor will pay for services deemed necessary by the Agency Privacy Officer to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider, subject to limitations of liability contained elsewhere in this Agreement. These services may include: (a) credit monitoring services; (b) notifications; (c) payment of any fines or disallowances imposed by the State or federal government related to a collection, use, disclosure, or access in violation of this Rider; (d) other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer.

ii. At the Agency Privacy Officer's discretion, the Agency may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency.

iii. If Contractor refuses to pay for services deemed necessary by the Agency Privacy Officer, the City may, for the purpose of set-off in sufficient sums without waiver of any other rights and remedies:

a. withhold further payments under this Agreement to cover the costs of notifications and other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government;

b. withhold further payments to cover the costs of credit monitoring services, and any other commercially reasonable preventive measures;

c. instruct Contractor to pay directly for the services detailed in this subsection 8(c)(iii)(a) and 8(C)(iii)(b) using monies remaining to be earned under this Agreement.

E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

9. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer.

10. Reporting.

Contractor will provide the Agency with reports as requested by the Agency Privacy Officer or Chief Privacy Officer regarding Contractor's collection, retention, disclosure of, and access to Identifying Information. Each report will include information concerning Identifying Information collected, retained, disclosed, and accessed including: (a) the types of Identifying Information collected, retained, disclosed, or accessed; (b) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the Agency Privacy Officer or Chief Privacy Officer; and (c) any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer.

11. Coordination with Agency Privacy Officer.

The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of this Agreement. Insuch event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the Agency Privacy Officer and Chief Privacy Officer concerning coordination and reporting.

12. Destruction of Identifying Information.

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way that it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain such Identifying Information in accordance with this Rider.

13. Subcontracts.

A. Contractor will include this Rider in all subcontracts to provide human services or other services designated inthe policies and protocols of the Chief Privacy Officer.

B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors that provide human services or other services designated by the Chief Privacy Officer.

14. Conflicts with Provisions Governing Records and Reports.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of its provisions and, as applicable, either (a) Article 5 of Appendix A (General Provisions Governing Contracts forConsultants, Professional, Technical, Human, and Client Services); (b) if the value of this Agreement is $100,000 or less and is funded by City Council Discretionary Funds, Article7(E) and Rider 1,

Article 1 of this Agreement; or (c) if neither (a) nor (b) apply, the other provisions concerning records retention and reports designated elsewhere in this Agreement. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.