

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW YORK ACTING THROUGH
THE DEPARTMENT OF SOCIAL SERVICES OF
THE HUMAN RESOURCES ADMINISTRATION
AND
THE OFFICE OF THE NEW YORK CITY CLERK

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated this 20th
day of April, 2011 is made by the Department of Social Services
of the Human Resources Administration of the City of New York ("the Department" or
"HRA"), with offices at 180 Water Street, New York, New York 10038, and the Office of
the New York City Clerk ("City Clerk"), with offices at 141 Worth Street, New York, New
York 10013

WITNESSETH:

RECITALS

The City Clerk is the official administrator of the Marriage Bureau of the City of
New York ("City") and the custodian of all marriage records pertaining to marriage
licenses that it issues ("Marriage Records").

HRA is responsible for administering various programs, such as Public
Assistance, Medicaid and Food Stamps, in the City, including determining
eligibility for program benefits.

HRA needs access to the Marriage Records to assure the integrity of its
determinations of eligibility for these programs.

The City Clerk understands its legal obligation to provide access to information in
the Marriage Records, but wishes to assure their confidentiality.

The City Clerk and HRA wish to express in this MOU their arrangement for the
City Clerk to share information from the Marriage Records with HRA.

HRA and the City Clerk ("the Parties," either being "a Party" or "the Party")
now agree:

1. OBLIGATIONS OF THE CITY CLERK

On the tenth day of each month the City Clerk will transmit electronically all information pertaining to marriages that occurred in the previous month ("Data") to HRA by secure means.

2. OBLIGATIONS OF HRA

HRA will:

- A. Provide and maintain the mechanism for transmitting the Data under paragraph 1, immediately above, and use reasonable efforts to assure that this mechanism is secure.
- B. Compare the Data to certain lists that HRA maintains.
- C. Use the Data solely for legal purposes.
- D. Maintain the Data in a secure server for subsequent matching.
- E. Retain all client matched Data as part of our permanent client record and in the HRA client database(s).
- F. Not disclose the Data outside of HRA except as required or authorized by law.
- G. Retain the original Data for seven years from the date that HRA receives it.
- H. At the end of the seven-year retention period under subparagraph G, immediately above, purge the originally transmitted Data from all storage media that HRA has on the last business day of that year.

3. MODIFICATIONS

This MOU may be modified only by a signed writing with the mutual consent of the Parties.

4. TERM OF AGREEMENT

This MOU will:

- A. Take effect when both Parties have executed it; and
- B. Remain in effect until either Party or both Parties terminate it.

5. TERMINATION

A Party can terminate this MOU by giving thirty (30) days prior written notice of termination to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the dates appearing immediately under their respective signatures.

THE OFFICE OF THE NEW YORK CITY CLERK:

BY: 
MICHAEL M. MCSWEENEY

TITLE: City Clerk

DATE: March 16, 2011

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY: 

TITLE: SW

DATE: 4/20/11