

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

**NATIONAL ELECTRONIC INTERSTATE COMPACT ENTERPRISE (NEICE)
CONFIDENTIALITY NON-DISCLOSURE AGREEMENT**

(Individual's Name)

Name of Local Department of Social Services (LDSS) or Voluntary Authorized Agency (VA)

(Enter LDSS/VA Location/Address)

I understand that as part of performing my duties as an employee of the above referenced LDSS/VA, I may have access to, may see or may hear confidential information or data, including but not limited to information regarding children, birth parents, and placement resources (all hereinafter referred to as "confidential information"). I understand and agree that all confidential information (oral, visual or written, including both paper and electronic) that I see or to which I have access may not be released, copied, or disclosed in whole or in part except as otherwise authorized by applicable statute or regulation.

I understand and agree that access to and the use of confidential information obtained in the performance of my duties is limited to purposes directly connected with such duties involving the Interstate Compact on the Placement of Children (ICPC).

I understand and agree that I may not divulge any confidential information to any person or entity unless such person or entity is involved in the ICPC process or has been duly authorized to work on the ICPC case.

I understand and agree to only use NEICE in accordance with the role I have been assigned, which is the role checked below:

- Case worker
- View only

I understand and agree to ensure that:

- a. my password will be stored in a safe place;
- b. I will log out of NEICE whenever I step away from my desk.
- c. I will use NEICE Case Management System via one of the supported web browsers.

I understand and agree that when I no longer require access to confidential information, whether because of termination of employment, reassignment of duties, or otherwise, I will not access or attempt to access any confidential information, including, but not limited to any confidential information in NEICE or other sources to which I have been given access. I will return to my supervisor all reports, notes, memoranda, notebooks, drawings, and other confidential information or data developed, received, compiled by or delivered to me in order to carry out my functions, regardless of the source of the confidential information or data.

I understand that the law forbids releasing or disclosing such confidential information in whole or in part. I agree that I will not copy, disclose, or share confidential information in whole or in part in any form to anyone unless such disclosure complies with applicable federal and state law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such disclosure, consult with my supervisor, agency counsel, or OCFS.

I will safeguard and will not disclose to unauthorized parties any user name and/or password that may be issued to me in furtherance of my access to the confidential information unless authorized. I understand that my access to the confidential data may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of my employer, OCFS, or the American Public Human Services Association/Association of Administrators of the Interstate Compact on the Placement of Children.

I will comply with all applicable federal and state laws and regulations and with all applicable policies and procedures as set by New York State, including, but not limited to, the confidentiality provisions of the New York State Social Services Law Sections: 372 and 422; Domestic Relations Law Section 114; Executive Law Section 501-c; Article 27-F of the Public Health Law; New York State regulations: 18 NYCRR 357.3, 423.7, 431.7, and 466.4; and the federal Social Security Act.

I will promptly report to my supervisor any activities by any individual or entity that I suspect may compromise the availability, integrity, security, or privacy of confidential information. I will immediately notify my supervisor of any request for confidential information or data that does not come from an individual directly involved in the transmittal of information through NEICE.

I will not use NEICE for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that would jeopardize the legitimate interests of the state.

I understand and agree that the terms of this National Electronic Interstate Compact Enterprise (NEICE) Confidentiality Non-Disclosure Agreement (Agreement) continues even when I am no longer a LDSS/VA employee and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with the terms of this Agreement may result in disciplinary action, termination, and/or criminal prosecution as well as any other penalties provided by law.

This Agreement is governed by the laws of the State of New York, unless otherwise required by federal law.

Notwithstanding any inconsistent provision of this Agreement, confidential information may be disclosed to the extent necessary to comply with a request for such confidential information pursuant to a court order, subpoena, or other validly issued order or notice of a court or administrative body of competent jurisdiction, or other request pursuant to applicable law, rule, or regulation. I will notify the requestor and OCFS of the receipt of such court order, subpoena, other validly issued order or notice, or other request within two (2) business days of receipt to enable OCFS to seek protection of confidential Information from disclosure.

(Individual's Signature)

(Individual's Printed Name)

(LDSS/VA of which Individual is an employee)

/ /
(Date)