

## MEMORANDUM OF UNDERSTANDING (MOU)

### Interstate Commission for Juveniles and Association of Administrators of the Interstate Compact on the Placement of Children

THIS MOU is made between the Interstate Commission for Juveniles (herein referred to as the "Commission," the governing body of the Interstate Compact for Juveniles, herein referred to as the "ICJ") and the Association of Administrators of the Interstate Compact on the Placement of Children (herein referred to as the "AAICPC," the administrative body of the Interstate Compact on the Placement of Children, herein referred to as the "ICPC") effective on the 21 day of MAY, 2012

#### **I. Purpose of MOU**

The purpose of this MOU is to foster communication, collaboration, education, and training to clarify issues and resolve confusion at the local, state and national levels in the handling of those cases when both compacts may apply or in other cases when only one compact is to be used. Further, this MOU is intended to coordinate, to the extent possible, the roles and responsibilities of each party at the local, state and national levels to determine: 1) the best plan of action regarding public safety and what is in the best interest and safety of the child or juvenile, and 2) when it may be necessary to modify rules, regulations, procedures and forms to further enhance communication and improve delivery of services.

#### **II. Defining ICPC and ICJ**

A. **Interstate Compact for Juveniles:** The ICJ preserves child welfare and promotes public safety interests of citizens, including victims of juvenile offenders. These objectives are accomplished by providing enhanced accountability, enforcement, visibility and communication in the return of juveniles who have left their state of residence without permission, and in the supervision of juveniles who travel or relocate across state lines. Additionally, ICJ has a provision to make contracts for the cooperative institutionalization in public facilities in member states for delinquent youth needing special services (*See, ICJ Article I*).

1. Juveniles subject to ICJ for possible return are those who are located in a holding or asylum state and:
  - a. Are on probation, parole or court ordered supervision who have absconded, escaped or failed to appear; or
  - b. Are non-delinquent who have left their state of residence without permission, including those in the custody of the state (children in need of care); or
  - c. Are accused delinquent with an active warrant entered into the National Crime Information Center (NCIC); or

- d. Have failed in their ICJ placement, and the sending state has taken action for their return; or
  - e. Have run from an ICPC placement and the resource refuses to take the child or juvenile back, or the child or juvenile refuses to return.
2. Juveniles eligible for supervision under ICJ Article I (A) are those who are on probation, parole, or deferred adjudication and seek to travel or relocate to another state, including those:
- a. In a home placement with a parent or legal guardian.
  - b. As full-time students at a secondary school, or accredited university, college, or state licensed specialized training program and can provide proof of acceptance and enrollment.
  - c. In other home situation placements excluding residential treatment facilities.

**B. Interstate Compact on the Placement of Children:** ICPC is an agreement between member states that governs the placement of abused, neglected or dependent children into another state. ICPC provides these children the same protection and services that would be provided to them if they remained in their home state. ICPC also governs children placed as a result of an independent or private adoption and all children (including delinquents) placed into residential treatment facilities. ICPC includes the return of the child to the original jurisdiction should the placement prove not to be in the best interest of the child.

ICPC defines four types of placement categories:

- 1. Adoptions: Placement preliminary to an adoption. (Independent, private or public Adoptions) *See, ICPC Article III (a).*
- 2. Licensed or Approved Foster Homes: Placement with related or unrelated caregivers. *See, ICPC Article III (a).*
- 3. Placements with parents and relatives when a parent or relative is not making the placement. *See, ICPC Article VIII (a) "Limitations."*
- 4. Group Homes or Residential Placement of all children, including accused or adjudicated delinquents in institutions in other states. *See, ICPC Article VI.*

**C. Cases where both compacts may be involved:**

- 1. Runaways as defined above in paragraph II(A)(1)(b) and (1)(e); or
- 2. Residential placements as defined in paragraphs II(A) and II(B)(4); or
- 3. Family settings as defined in paragraph II(B)(1), (2), and (3).

### **III. This collaboration includes:**

**A. Communication:** Promoting Communication at the Local, State and National Levels.

- 1. Distributing this MOU to all member states.
- 2. Posting this MOU on both the AAICPC and the Commission websites.
- 3. Promoting inclusion of interested stakeholders in regional meetings.
- 4. Representation at national level business meetings, conferences or committees.
- 5. Facilitating joint participation on state councils or meetings.
- 6. Encouraging periodic meetings between ICPC and ICJ state offices.
- 7. Encouraging collaboration at a local level between probation and parole and child welfare staff involved in cases of mutual concern.

**B. Education and Training:** Promoting Education and Training at the Local, State and National Levels.

1. Utilizing this MOU and related documents as part of ICJ and ICPC education and training material.
2. Providing support and leadership to develop state and local trainers.
3. Promoting local, state and regional trainings which utilize a variety of formats.
4. Encouraging training events at the national meetings or conferences that would be open to both the Commission and the AAICPC membership.
5. Recognizing at the local and state level the importance of including judges, attorneys, court appointed special advocates, law enforcement or other interested parties in education and training efforts.

**C. Collaboration in Specific Cases:** Promoting Collaboration at the Local, State and National Levels, where Concurrent or Overlapping Responsibilities Exist:

1. Encouraging joint staffing between state and local parties in the handling of cases.
2. Examining more efficient and effective ways to share case sensitive information while complying with statutes and regulations that govern the sharing of such documents.
3. Working together to provide stability when a child or juvenile becomes involved in the abuse or delinquency system after having been placed through either compact in the receiving state.

**IV. Implementation**

The implementation of this MOU may be covered in existing documents. However, some areas may require further clarification. Such clarification may be developed through workgroups, meetings, establishing training curriculums and best practice guidelines, or, if necessary, modification of rules, regulations, procedures and forms.

**V. Resolution**

If through the education and communication listed above the involved parties are unable to reach an agreement on a specific issue they can attempt to resolve the issue at the local or state level. If the involved parties are unable to resolve it at either of those levels they may request assistance from their respective national office by contacting the following individual(s):

Executive Director  
Interstate Commission for Juveniles  
836 Euclid Avenue, Suite 322  
Lexington, KY 40502  
859-721-1062

Secretariat  
Association of Administrators of  
the Interstate Compact for the  
Placement of Children  
1133 Nineteenth Street, NW  
Washington, DC 20036  
202-682-0100

See below the national websites for additional information:

ICJ: <http://www.juvenilecompact.org/> ICPC: <http://icpc.aphsa.org/Home/resources.asp>

**VI. Termination**

If either party desires to terminate this MOU, it may do so by providing written notice to the other party through the Commission Chair or AAICPC President. Such termination shall be effective ninety (90) days following receipt of said notice unless otherwise rescinded.

**VII. Modification**

Modifications to this MOU may only be made with the written consent of both the Commission Chair and AAICPC President.

**VIII. Applicable Law**

Notwithstanding the terms of this MOU, all provisions governing placements subject to the Interstate Compact for Juveniles and the Interstate Compact on the Placement of Children, and the authorized rules and regulations under each Compact shall continue to apply.

All provisions concerning liability, immunity, and indemnification as provided in the Interstate Compact for Juveniles and the Interstate Compact on the Placement of Children, shall remain in effect and no provision of this MOU is intended to confer upon or authorize any individual right of action by any person to whom this MOU may apply.

**IX. Effective Date and Signature**

This MOU shall be effective upon the signature of the Commission and AAICPC authorized officials. It shall be in force from May 21, 2012 to \_\_\_\_\_, \_\_\_\_\_.

Interstate Commission for Juveniles  
Commission Chair

Association of Administrators of the  
Interstate Compact for the Placement of Children  
Compact President



Signature  
5-10-12

Date



Signature INTERSTATE COMPACT PRESIDENT  
5/21/12

Date