



WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



EDMUND G. BROWN JR.  
GOVERNOR

November 6, 2017

ALL COUNTY LETTER (ACL) NO. 17-113

TO: ALL COUNTY WELFARE DIRECTORS  
ALL CHILD WELFARE SERVICES PROGRAM MANAGERS  
ALL PRIVATE ADOPTION AGENCIES  
ALL COUNTY ADOPTION OFFICES  
ALL COUNTY CHIEF PROBATION OFFICERS  
ALL INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN  
(ICPC) LIAISONS  
ALL TITLE IV-E AGREEMENT TRIBES

SUBJECT: THE NATIONAL ELECTRONIC INTERSTATE COMPACT ENTERPRISE  
(NEICE) CASE MANAGEMENT SYSTEM (CMS)

REASON FOR THIS TRANSMITTAL

- ☐ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order
- ☐ Clarification Requested by One or More Counties
- ☒ Initiated by CDSS

The purpose of this ACL is to disseminate information and instructions to counties and other interested stakeholders regarding implementation and use of the NEICE. The NEICE was launched in November 2013 as a pilot project with six states in collaboration with the American Public Human Services Association (APHSA). Following a successful pilot and with support from the Administration for Children and Families (ACF), the NEICE is now expanding nationwide. The NEICE will support the efficient and effective placement of children across state lines outlined in the Interstate Compact on the Placement of Children (ICPC). The NEICE provides real time information exchange for the safe and timely placement of youth out-of-state including adjudicated and dependent children, non-minor dependents, and privately placed youth. It eliminates the current paper form but does not replace data entry of ICPC related activities into the Child Welfare Service Case Management System (CWS/CMS).

The NEICE has potential impact on county welfare departments and regional and field adoption offices by replacing the existing paper-based forms process for ICPC requests. The California Department of Social Services (CDSS) invites county Child Welfare Departments (CWDs) to participate in the NEICE, which is available in California as a result of a service agreement between the CDSS and APHSA.

The CWDs may choose to participate at any time and are not required to enter into this agreement. The CDSS is exploring options for Private Adoption Agencies (PAAs) and county juvenile probation departments to access the NEICE, but such access is unavailable at this time. The PAAs will continue the current paper processes. Changes to county juvenile probation departments' submission for placement requests are outlined within the implementation section below. Title IV-E agreement tribes that elect to use the ICPC may also elect to use the NEICE through the same process as CWDs.

## **BACKGROUND**

The ICPC is a contract among member states and United States (U.S.) territories authorizing them to work together to ensure that children when placed across state lines receive adequate protection and support services. In 1975, California adopted the provisions of the ICPC, now found in Family Code Section 7900, et seq. This statute designates the CDSS as "the appropriate public authority" responsible for administration of the ICPC. The ICPC protects children and families through laws and policies that clarify the responsibilities of the sending and receiving state with regard to funding, protection and support services, and supervision to a child when moved from his or her home state. Most administrative processes of the ICPC are finalized through certified mail, which hinders the timeliness of placement. In addition, duplicate cases are frequently created for children and families in the paper based system since there is not a mechanism for cross referencing case records state and nationwide.

In response to these barriers, the APHSA, in collaboration with the Association of Administrators of the Interstate Compact on the Placement of Children (AAICPC), the Administration for Children and Families Children's Bureau, and Tetras Corporation, designed and initiated the NEICE system to aid in the process of placing children out-of-state. The initial pilot of six states in November 2013 resulted in shortened processing times and reduced administrative costs for the participating states. Not all 50 states and U.S. territories have signed on to the NEICE at this time. The APHSA hopes to have nationwide NEICE participation by 2018.

The CDSS has entered into an agreement with the APHSA and is funding the required annual fee at the state level. This agreement allows for statewide use of the NEICE to facilitate the transfer of information between state agencies consistent with the ICPC. The adoption of the NEICE replaces the paper forms for all new ICPC requests in jurisdictions that have elected to use the service. The NEICE is a state hosted secure server and custom system designed by Tetras Corporation used to process the exchange of information between states for ICPC cases. The system is a, software-as-a-service model; this allows for centralized changes to the system which are immediately available to all states rather than having to test and roll out changes in each state.

California is a decentralized state and the responsibility for administration of the ICPC process, excluding out-of-state group home placements, has been delegated to each of the 58 county offices, five CDSS Regional and Field Adoption offices, and PAAs. In order to use the NEICE the attached Memorandum of Understanding (MOU) must be signed by the appropriate party within the county child welfare agency.

Outlined in this ACL is the implementation plan for statewide use, the MOU, user agreement, and the NEICE workflow and process.

### **IMPLEMENTATION PLAN**

The CDSS has elected to utilize a phased implementation of the NEICE to better inform training needs and identify any changes in administrative processes at both the state and county level. In June 2016 the Tetras Corporation provided training to state operations through webinar, phone conference, and video modules. In July 2016 the CDSS state operations and regional adoption offices implemented the NEICE for residential and adoption placement requests. To inform state operations and encourage county participation, a time study was conducted by state operations and adoptions staff to determine efficacy of the system. Three early implementing counties are reviewing the attached MOU and once signed can begin using the NEICE. This allows for the CDSS to be informed on best practice for using the NEICE including user roles and processes, training needs, and access to the system.

Paper forms and supporting documents will continue to be used for out-of-state placement requests by juvenile probation. Depending on the process within the county juvenile probation department, probation officers are now encouraged to securely submit the Regulation No. 4 Residential placement packets to the [ICPC@dss.ca.gov](mailto:ICPC@dss.ca.gov) mailbox if the receiving state has implemented the NEICE or accepts electronically mailed packets. These states include: Nebraska, Nevada, Wisconsin, Illinois, Indiana, South Carolina, Florida, Virginia, Washington D.C., Rhode Island, Georgia, Alaska, Iowa, Mississippi, Alabama, Idaho and Colorado. Counties may access this list and future additions through the APHSA main website at [www.aphsa.org](http://www.aphsa.org).

By late summer 2017, the NEICE will be available for statewide use and counties may join at any time.

### **WORKFLOW**

The transmittable data is dependent on the state and/or territory participating in the system. Just as in its current paper form, sending and receiving states are able to initiate and respond to a request with an ICPC 100 A form through the NEICE, including

requests for Non-Minor Dependents (NMD). The only agencies able to view the information are the sending or receiving agencies involved in the interstate placement of the child.

The workflow and processes of using the NEICE is adaptable to the structure of the county. Each county will select and delegate specific user roles, which will impact the transmittal workflow process within the NEICE. Attached to this ACL are user role definitions and a sample spreadsheet for agency and user information that must be submitted to the California ICPC Deputy Compact Administrator (DCA) when the county elects to participate in the NEICE. The DCA will submit the information to Tetrus, who will then assign the user roles for access to the NEICE. After initial notification of user roles, each county will appoint an ICPC administrator with the ability to add and delete users at the local level. If any changes occur at the county level, notification to the DCA must be submitted in writing, following the instructions outlined in the MOU.

Technical assistance will be provided by the Tetrus Corporation and the CDSS to alleviate challenges and offer support to county users. Within the NEICE there is a technical assistance portal that can be accessed directly by the user and is monitored regularly by Tetrus. The CDSS Out-of-State Placement Policy Unit will provide technical assistance as it relates to entry into the NEICE. In addition, online training links and videos, user manuals, and webinars have been created for training purposes.

The ICPC regulations that have an active administrative process are outlined below to give direction on the workflow within the NEICE:

**Regulation No.1 Conversion of Intrastate placement into interstate placements relocation of family units and Regulation No. 2 Public Court Jurisdiction Cases: Placements for Public Adoption or Foster Care in Family Settings and/or with Parents, Relatives.** Will be conducted autonomously by the county through the NEICE. Consistent with the current paper process, the county ICPC coordinator will enter a new case into the NEICE and upload the supporting documentation specific to the type of request. The NEICE will generate an ICPC 100 A form, which can be electronically signed by the sending party. These documents are then directly transmitted to the receiving state ICPC DCA. The receiving state DCA will then directly respond to the request. Case worker users will enter cases and submit directly to the ICPC Coordinator for review and then transmittal. The county's structure will determine user role assignment. Placement requests for **Regulation No. 7 Expedited Placement Decision** is an option within the NEICE for placements that fit the criteria listed within the ICPC.

**Regulation No. 4 Residential Placement.** Will be conducted in conjunction with the CDSS central office for approval and transmittal to the receiving state. The county participating in NEICE will enter a new case into the NEICE and upload the supporting documentation. The case will then be transmitted to the central office for review. The ICPC 100 A form will be electronically signed by the CDSS ICPC coordinator and transmitted directly to the receiving state. The receiving state will approve or deny the placement resource and transmit the request back to the CDSS central office. Upon receipt of approval or denial of the placement resource, the CDSS ICPC coordinator will transmit the information to the county user. Both county case worker and county ICPC coordinator user roles have the ability to submit a placement request to the CDSS ICPC central office. If the receiving state is not participating in the NEICE and does not accept electronic requests, the current paper process is to be followed.

**Regulation No. 8 Change of Placement Purpose.** The ICPC 100 B form can be generated by the NEICE and submitted directly to the receiving state or the CDSS central office. For residential placement the county will have the ability to submit the ICPC 100 B form to the CDSS ICPC central office for initial placement, changes to placement, or case closure. This will allow for the CDSS ICPC coordinator to transmit the form to the receiving state.

Consistent with current paper processes for all other ICPC regulation requests, the county ICPC coordinator will also have the ability to submit ICPC 100 B forms directly to the receiving state for placement notification and changes.

**Regulation No. 12 Private/Independent adoption.** Currently, private adoption agencies are not able to access the NEICE, but the CDSS is exploring options for usage. For independent adoptions, the delegated county adoption agencies and Regional and Adoption offices that manage independent adoptions may input a new case into the NEICE and upload the supporting documentation. The ICPC 100 A can be generated and electronically signed and transmitted to the receiving state by the County or Regional Office user.

#### **MEMORANDUM OF UNDERSTANDING**

The MOU is attached to this letter in draft form. The MOU is between the CDSS and the CWD, allowing the CWD to utilize the services of the NEICE. The MOU describes the rights and responsibilities of the CWD that elect to participate in the NEICE. The CWD electing to participate in the NEICE must provide one original signed MOU.

In order to participate in the NEICE, CWDs are required to provide certain documentation. Below is a list of documents CWDs must provide to the CDSS:

- One (1) original set of the MOU and an original signature (attached).
  - The original will be retained by CDSS
  - A copy will be sent to the APSHA
  - A copy will be returned to the CWD
- A copy of a resolution, order, motion, ordinance or other similar document from the local governing body authorizing execution of the MOU.
  - Documentation allowing the execution of the MOU is required. Notification shall include the authority granted and to whom the authority is granted.
  - Example: If the local board has authorized a CWD designee to execute an agreement without board approval, the minutes or formal documentation granting that authority specifically to the position and/or named individual must be submitted.
- A user list of individuals needing access to the NEICE
  - CWDs can add and delete users through the term of the agreement.

If your county is interested in joining the NEICE please contact the Deputy Compact Administrator (DCA) at (916)-651-8100. Once contact has been initiated, the CDSS will send all applicable documents directly to the county point of contact for review and signature. The attached documents are for your reference only.

For more information on the NEICE, visit the [APHSA website](http://www.aphsa.org/content/AAICPC/en/home.html):  
<http://www.aphsa.org/content/AAICPC/en/home.html>

If you have any questions regarding this ACL, please contact the Out-of-State Placement Policy Unit at (916) 651-8100.

Sincerely,

***Original Document Signed By***

GREGORY E. ROSE  
Deputy Director  
Children and Family Services Division

Attachment

C: CWDA

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**  
**AND**  
**THE COUNTY OF \_\_\_\_\_**

**I. PURPOSE**

The California Department of Social Services (CDSS) desires to streamline Interstate Compact on the Placement of Children (ICPC) requests, both incoming and outgoing, for the timely placement of youth in foster care under dependency or delinquency jurisdiction across state lines. The CDSS is the appropriate public authority responsible for the administration of the ICPC, pursuant to Family Code section 7900, et seq. California is a decentralized state, thus each county processes and administers the ICPC requests individually and in conjunction with the CDSS.

The CDSS entered into a written agreement and established a memorandum of understanding (MOU) with the American Public Human Services Association (APHSA), acting with and through its affiliate, the Association of Administrators of the Interstate Compact on the Placement of Children (AAICPC), for the purpose of utilizing and implementing the national case management system for administration of the ICPC, hereafter referred to as the National Electronic Interstate Compact Enterprise (NEICE) case management system (CMS).

This MOU is entered into by the CDSS and the County named above (County) for the purpose of authorizing the County access to the NEICE CMS. The CDSS and the County may also be referred to collectively as the parties, or individually as a party.

The MOU authorizes County to send, receive and manage cases through the NEICE CMS. The County agrees to comply with the obligations of this MOU as a condition of access to the NEICE CMS.

**II. SCOPE OF WORK**

The NEICE CMS may be accessed by appropriate County child welfare employees to approve, deny, and request ICPC cases transmitted through the NEICE CMS by participating states. These requests include placements into family-based foster care settings (i.e. licensed, certified or approved homes) and placements for the purpose of agency or independent adoption when the County has a role in the proceeding. Accordingly, the NEICE CMS permits the County the ability to:

- A. Initiate a home study request for placement in accordance with the ICPC.
- B. Initiate a case for approval to place in an out-of-state residential facility.

- C. Receive and provide approval or denial for incoming placement requests, excluding residential, and in accordance with the ICPC.
- D. Upload, monitor, and close cases as it relates to county jurisdiction.
- E. Provide a point of contact/administrator for user roles and correspondent to the CDSS.

### **III. CDSS RESPONSIBILITIES**

- A. Assist and administer user roles.
- B. Communicate to the County upcoming changes of the NEICE CMS provided by APHSA or CDSS.
- C. Coordinate training for County users.
- D. Provide technical assistance.
- E. Promptly notify the County of actions by APHSA, CDSS or the County, which affect the access or use of the NEICE CMS by the County for its Authorized Users.

### **IV. COUNTY RESPONSIBILITIES**

- A. County shall maintain any and all information/data contained within the NEICE CMS in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless permitted by applicable law.
- B. County agrees to permit access of data from the NEICE CMS only in conjunction with the processing of an ICPC request, in accordance with state and federal law, and the terms of this MOU.
- C. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the NEICE CMS. "Authorized User" is defined as a County employee authorized to access NEICE CMS in relation to the performance of their official duties.
- D. County shall take all necessary measures to prevent unauthorized access to the NEICE CMS or access for impermissible purposes. County shall not allow or promote the sharing of access codes between Authorized Users and Authorized Users or Authorized Users and non-authorized personnel.



- E. County agrees to within 24 hours notify CDSS of the following:
1. Requests for access for new Authorized Users.
  2. NEICE CMS access difficulties.
  3. Terminations of access for Authorized Users due to a change in position, responsibilities, terminations of the employee, or for impermissible uses of the NEICE CMS or data.
- F. County agrees to monitor and audit access of the NEICE CMS to prevent County employees or Authorized Users from using their positions for impermissible purposes, including but not limited to personal or private gain for themselves or others.
- G. County shall ensure that no Authorized User engages in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the access of the NEICE CMS as set forth under this MOU or his/her duties as a County employee.
- H. County agrees to defend, and hold harmless CDSS and its respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's unauthorized disclosure or dissemination of ICPC information/data provided by the NEICE CMS.
- I. County acknowledges that CDSS or its officers, agents or employees will not be liable for administrative costs or for the indirect, special, incidental or consequential damages arising out of or related to the provision of the data in the NEICE CMS for the purpose of the ICPC. This provision shall survive any termination or expiration of this MOU.
- J. County agrees to will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise using any confidential child welfare information related to the processing of an ICPC request through use of the NEICE CMS. .
- K. County shall ensure that all County employees comply with California Welfare and Institutions Code sections 827 and 10850 to protect any confidential information it may receive and possess from the NEICE CMS or through the ICPC process.
- L. County acknowledges that the NEICE CMS does not hold records for data retention purposes. County shall ensure that it maintains a copy of the data received from the NEICE CMS and shall not rely upon the NEICE CMS for data retention. County shall retain data in accordance with its data retention policies and regulations applicable to County for foster care or adoptions, as applicable.

- M. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall notify CDSS of any and all suspected, attempted, or confirmed breach of security to NEICE CMS, accessed data, or the ICPC by contacting the CDSS Information Security Officer (ISO), Lloyd Indig at (916) 651-5558 within one business day by telephone call and email upon the discovery of the incident and/or breach. Suspected breaches include those that potentially jeopardize the confidentiality, integrity or availability of an information system or the information the system processes, stores or transmits. The County shall:
1. Take prompt corrective action to mitigate the risks or damages involved with the incident and/or breach and to protect the operating environment;
  2. Take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations;
  3. Promptly investigate such Incidents and/or Breaches;
  4. Provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Information Security and Privacy Officer until are no longer needed as mutually agreed upon between County and CDSS Information Security and Privacy Officer. ; and
  5. Notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as reasonably determined by CDSS. County shall be responsible for the notifications, as well as any costs associated with the breach. The CDSS project representative and the CDSS Information Security and Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.
- N. The use of the NEICE CMS includes information that is protected by state and federal law and unlawful disclosure may subject individual to possible civil and criminal liability or employee sanctions up to and including termination.
- O. When County ceases to use the services of the NEICE CMS furnished pursuant to this MOU, it shall notify the ICPC Deputy Compact Administrator (DCA) that it is no longer receiving services from the NEICE CMS. If County is dissatisfied with the services of the NEICE CMS, it shall provide a letter to the DCA describing its dissatisfaction.
- P. Without limitation, as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by the NEICE CMS, County is responsible for any and all breach notifications to the individuals or their guardians or representatives, along with associated costs of such notifications.

- Q. County acknowledges that access to the NEICE CMS is subject to audit by APHSA as described in the agreement between the CDSS and APHSA. County agrees to cooperate with CDSS and APHSA in responding to any such audit. The County's cooperation and requested documentation shall be provided at no cost.
- R. County is not required to purchase separate or additional services from APHSA or any other public or private business entity for the use of the NEICE CMS during the term of this MOU. The CDSS has no expectation that there will be a separate or continuing arrangement for future services with the County.
- S. County may not assign or delegate any of its rights or duties under this MOU.

## **V. TERM**

The initial term of this MOU shall be from the date of the last signature of CDSS to this MOU through June 31, 2018. One or more subsequent amendments may be executed to extend the term of this MOU for a period of twelve (12) months or longer up to twenty-four (24) months upon mutual agreement. In the event that the data becomes unavailable from APHSA, CDSS may terminate this MOU in accordance with page five, with Section VII, paragraph B, at no cost to the CDSS.

## **VI. REPRESENTATIVES**

### **A. CDSS Project Representative**

1. The CDSS projective representative is the point of contact for this MOU.
2. The CDSS project representative may be changed with ten (10) days advance written notice to the current County Project Representative. No amendment is required to change the CDSS Project Representative.
3. The CDSS project representative and contact information is:

Deputy Compact Administrator  
744 P Street, Mail Station 8-12-90  
Sacramento CA, 95814  
ICPC@dss.ca.gov  
(916)-651-8100

### **B. County Project Representative**

1. The County project representative is the point of contact for the County for this

MOU.

2. The County project representative may be changed with ten (10) days advance written notice to the current CDSS Project Representative. No amendment is required to change the County Project Representative.

## **VII. GENERAL PROVISIONS**

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and the County, and approved by the Board of Supervisors.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated by CDSS if the terms of this MOU are violated in any manner.
- D. The County may terminate this MOU for cause if CDSS fails to substantially comply with the terms of this MOU.
- E. Each party shall provide prior ten (10) day written notice to the other of such termination for cause.
- F. The County's access to the NEICE CMS may be immediately suspended if the County fails to comply with the terms of this MOU and it results in inappropriate use, access, or disclosure of the NEICE CMS, data or the ICPC. CDSS shall provide written notice of the County's failure to comply with the terms of the MOU which resulted in the suspension. If the County disputes the facts or wants to reestablish access it shall provide a written letter that includes as applicable the facts in dispute and/or the corrective actions it shall take to comply with the requirements of this MOU. Upon receipt of the letter, CDSS may reestablish service, respond to the letter, seek additional information, continue the suspension, or send the ten (10) day notice to the County to terminate the MOU.
- G. Upon receipt of the ten (10) day notice to terminate, the County may respond if it disagrees with termination of the MOU. The County Manager of the County Project Representative (or higher level of authority) shall respond in writing within the time stated in the CDSS notice; provide a copy of the ten (10) day notice; provide information regarding any facts in dispute, and/or any corrective measures the County will use to prevent a reoccurrence of the circumstances leading up to the ten (10) day notice of termination. The CDSS Branch Manager shall review the written request for reconsideration of the termination and make a determination. The decision of CDSS shall be final.

- H. Any modification to this MOU may only be made in writing and is considered an amendment.
- I. This Agreement is not valid and enforceable until signed by authorized personnel of the parties and the County provides a resolution, order, or ordinance of the local governing body which provides approval of the MOU.
- J. County shall provide to CDSS two (2) signed original copies of the MOU and a copy of the resolution, order, or other similar document of the local governing body which authorizes the County to enter into this MOU.
- K. The Parties are independently responsible for obtaining the necessary approvals to enter into this MOU.
- L. This MOU and its attachments contain the entire understanding between the CDSS and the County for the use and access of the NEICE CMS for the purpose of the ICPC.

## **VIII SIGNING OF THE MOUs**

**A. Each person signing below represents the possession of the authority to enter into this MOU on behalf of the named party.**

County of \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

California Department of Social Services

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date