

**ARKANSAS/TENNESSEE INTERSTATE COMPACT ON THE PLACEMENT OF
CHILDREN (ICPC) BORDER AGREEMENT
BETWEEN
ARKANSAS DEPARTMENT OF HUMAN SERVICES – DIVISION OF CHILDREN &
FAMILY SERVICES (AR DCFS)
AND
TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES (TN DCS)**

I. PURPOSE

The purpose of this border agreement (BA or Agreement) is to facilitate temporary placement of children who are in state foster care with relative or kin caregivers who reside in a bordering state by utilizing applicable safety policies and procedures and, as appropriate, to transition those placements to meet the requirements of the Interstate Compact on the Placement of Children (ICPC).

This Agreement is intended to improve the ability of the party states to place a custodial child into the other party state by reducing the amount of time necessary to effectuate the placement of the child, by sustaining the placement of the child, and by allowing for continuation of the placement of the child in state custody. The parties recognize the need for effective interstate cooperation to improve the lives of abused and neglected children in the party states. This Agreement is intended to address this issue by increasing the timeliness of interstate placements of custodial children between the Arkansas Department of Human Services – Division of Children & Family Services (AR DCFS) and the Tennessee Department of Children's Services (TN DCS).

If, during the first thirty (30) calendar days after placing a child into state custody or after unexpected disruption of a custodial placement, the sending state's case manager identifies a potential relative, qualifying relative, or kinship placement resource in the other state, the case manager may consider the feasibility and practicality of a temporary placement of the custodial child with the identified relative or kin caregiver in the other state utilizing applicable policies and procedures hereunder.

II. DEFINITIONS

The following definitions shall be used for this Agreement:

1. **Relative:** any person related to the child, or any child in the sibling group, by blood or marriage.
2. **Qualifying Relative:** the parent, stepparent, grandparent, adult aunt or uncle, adult sister or brother, or legal guardian of the child or of any child in the sibling group.
3. **Kin(ship):** any person, or relationship with a person, who is not a relative to the child but has a close, meaningful relationship with the child, any child in the sibling group, or the child's parent, legal custodian, or legal guardian.
4. **Child(ren):** any individual(s) under eighteen (18) years of age.
5. **Placement:** the home of a relative or kinship foster parent caregiver.
6. **Border Agreement (BA) Home Assessment:** the preliminary investigation of the proposed caregiver and placement home.

7. **Custodial Interstate Placement:** Placement of a child, who is in state custody, in another state.
8. **Receiving State:** The state to which a child is sent, brought, or caused to be sent or brought.
9. **Sending State:** The state from which the child is sent, brought, or caused to be sent or brought.

III. PLACEMENT REQUIREMENTS

1. Overview

During a custodial case, the case manager will consider the feasibility and practicality of relative or kinship placement of the child(ren). For this agreement, individuals residing in the other state may be considered for placement. This Agreement provides that the child(ren) may remain in the out-of-state placement until expiration or termination hereunder.

2. Initial Requirements for Border Agreement (BA) Home Assessment, Approval or Denial, and Placement Follow-Up

A. Border Agreement (BA) Home Assessment Request

1. The sending state case manager will initiate a request for the receiving state agency to conduct a BA Home Assessment on identified relatives or kin who reside in the receiving state.
2. The sending state case manager will contact the receiving state as listed on **Exhibit A** and request a Priority 1 BA Home Assessment, referencing the AR/TN Border Agreement. The sending state case manager will provide all necessary contact information (to include telephone number, email address, physical address, and other contact information) for the sending state case manager and case supervisor and the proposed relative/kin caregiver.
3. The receiving state intake responder will contact the appropriate local office/on call case manager in the receiving state within two (2) hours, specify the need for a Priority 1 BA Home Assessment with reference to the AR/TN Border Agreement, and provide the contact information for the sending state case manager and the proposed relative/kin caregiver.

B. Responding to Border Agreement (BA) Home Assessment Request

1. Within two (2) hours of receiving notice of the BA Home Assessment request, the receiving state case manager will contact the sending state case manager by telephone (with a follow-up email), to confirm receipt of the request, and specify an estimated time for completion of the BA Home Assessment.
2. The sending state case manager will email to the receiving state case manager all available documents assistive to the BA Home Assessment request.
3. Unless circumstances require or are agreed otherwise, the receiving state case manager will provide a verbal report of the completed BA Home Assessment within twenty-four (24) hours of confirmation of the request.
4. The receiving state case manager will conduct the BA Home Assessment of the proposed relative/kin caregiver(s) and the home environment using the receiving

state's applicable policies and procedures for such a placement; but the BA Home Assessment will consist of, at a minimum, the following:

- a. A physical walk-through and documentation of the prospective caregiver's home to assess for risks and appropriateness of placement;
- b. Assessment and documentation of information regarding the caregiver and other residents of the home and their capacity to support the child for temporary placement;
- c. Searches and documentation of results from the child protective services database, state abuse registries, local background checks/verifications, and criminal background records checks for all adult residents of the prospective placement home;

*Note: Criminal background checks for placements in Tennessee and Arkansas include NCIC criminal background checks on all adults residing in proposed placement homes under this Agreement. No information will be provided under this Agreement which would violate federal or state law or policy. All adults residing in the proposed home must also agree to submit fingerprint samples through an approved vendor within the timeframes dictated by the receiving state's policy or the child must be returned to the sending state.

- d. Searches and documentation of results from the National Sex Offender database and state sex offender registry for all adult residents of the prospective placement home;
 - e. Verification of the proposed caregiver's agreement to care for the child(ren) and understanding of the terms of the BA placement, including what each party state will do to support the placement;
 - f. Determination regarding the appropriateness of the placement resource and the impact on the safety and well-being of the child(ren); and
 - g. Reasons for denial or approval, including any terms or conditions for the decision.
5. The BA Home Assessment Report will include, at a minimum, a narrative report detailing:
- a. A written summary of the background checks and registry/database search results;
 - b. Pertinent information regarding the proposed relative/kin caregiver(s) and the home environment;
 - c. Determination regarding the appropriateness of the placement and impact on the safety and well-being of the child(ren);
 - d. Reasons for approval or denial, including any terms or conditions for the decision; and
 - e. Appropriate authorizing signatures.

6. The receiving state case manager will document the BA Home Assessment on the appropriate form designated by the receiving state agency.
7. By no later than the next business day after issuing a verbal decision, the receiving state case manager will email the BA Home Assessment Report, including attachments and dated signature authorizations, to the sending state case manager and case supervisor.

3. Border Agreement (BA) Home Assessment Placement Decision

The decision to approve or deny placement under the BA Home Assessment is the responsibility of the receiving state agency and must meet the receiving state agency's current policies and procedures.

A. Border Agreement (BA) Placement Approval

1. Upon completion and approval of the BA Home Assessment, the receiving state case manager will communicate the approval decision to the sending state case manager by telephone within thirty (30) minutes of the decision.
2. Upon receipt of approval from the receiving state, the sending state's case manager will confirm with the receiving state case manager the expected timeline for physical placement of the child(ren) in the receiving state, arrange for transport of the child(ren) to the proposed relative/kin caregiver, and confirm a plan for the relative/kin caregiver to obtain customary and necessary educational, medical (must address vaccinations), mental/behavioral health, and social services for the child(ren) for the duration of the BA placement. Copies of all pertinent documentation will be given to all parties, including the receiving state case manager, concurrent with the physical placement of the child(ren).
3. The sending state case manager will notify the receiving state case manager by telephone immediately upon decision to utilize the approved relative/kin caregiver's home as a placement resource.
4. By no later than the next business day after home assessment is completed, the following must be completed:
 - a. The receiving state's case manager will email a copy of the BA Home Assessment Report, including attachments and appropriately dated signature authorizations, to the sending state case manager and case supervisor;
 - b. The sending state case manager will initiate a call to the receiving state case manager to discuss the need for any immediate services.
 - c. The sending state case manager will follow the sending state's policies and procedures to schedule Child and Family Team Meeting(s) to develop or review/modify a permanency plan, clarify terms and conditions, and discuss any need for immediate services and next steps. The sending state's case manager is responsible for scheduling, identification of, and notice to pertinent parties, and any documentation of the Child and Family Team Meeting. The sending state's case manager will provide a copy of any Child and Family Team Meeting or planning documentation to the pertinent parties and the receiving state case manager.

5. Within fifteen (15) business days of an approved BA placement, the sending state agency will submit an ICPC Placement Home Assessment Request, **including Form 100B indicating placement made**, to the receiving state's ICPC office.
 - a. The request will include a notation that the relative/kin caregiver is acting as a BA placement.
 - b. The receiving state will make every effort to expedite ICPC Home Studies for BA placements.
 - c. Unless otherwise disrupted, the child(ren) may remain in the approved BA placement pending the ICPC Home Assessment Decision.
6. All adults residing in the placement home must submit fingerprint samples through an approved vendor for the NCIC Purpose Code X criminal background check according to the receiving state's policies and protocols, or the child(ren) must be returned to the sending state.
7. An approved BA placement is valid for fifteen (15) business days from the date of BA placement approval, after which the placement will expire, and the child(ren) must be returned to the sending state unless a request for ICPC Home Assessment has been submitted by the sending state to the receiving state and the receiving state has not denied the placement request. Unless mutually agreed and documented to extend, an approved BA placement pending ICPC Placement Home Assessment Decision is valid for sixty (60) calendar days from the date of BA placement approval, after which the placement will expire, and the child(ren) must be returned to the sending state.
8. The receiving state will assign a case manager to conduct ongoing face-to-face visits with the child(ren) in the BA placement home within three (3) business days following placement, and the assigned case manager will conduct one (1) face-to-face visit with the child(ren) in the BA placement home monthly thereafter. The receiving state's case manager will provide written documentation of the visits to the sending state's case manager for each visit. Notification will include a brief summary of the child(ren)'s status and well-being and any noted concerns.

B. Border Agreement (BA) Placement Denial

1. Upon completion of the BA Home Assessment and determination to deny placement, the receiving state's case manager will communicate the denial decision and reasons for that decision verbally to the sending state's case manager by telephone within thirty (30) minutes of the determination.
2. The denial communication will include the name and phone number of an accessible supervisor should the sending state wish to discuss the reason for the denial, request reconsideration, and/or discuss any alternative measures that would allow for approval of the placement.
3. Unless approved upon reconsideration, no placement will be made with the proposed relative or kin caregiver in the receiving state.

IV. EXPIRATION, TERMINATION, AND CLOSURE OF BORDER AGREEMENT (BA) PLACEMENT

1. Expiration of Placement

An approved BA placement is valid for fifteen (15) business days from the date of BA placement approval, after which the placement will expire, and the child(ren) must be returned to the sending state unless a request for ICPC Home Assessment has been submitted by the sending state to the receiving state and the receiving state has not denied the placement request. Unless mutually agreed and documented to extend, an approved BA placement pending ICPC Placement Home Assessment Decision is valid for sixty (60) calendar days from the date of BA placement approval, after which the placement will expire. Upon expiration the child(ren) must be returned to the sending state within five (5) business days. The sending state agency is responsible for arranging transportation of the child(ren). The receiving state's case manager may assist with transportation in compliance with the receiving state's applicable policies and procedures concerning transportation of a child. The BA placement will be closed as "Expired."

2. Termination of Placement

A. Child(ren) Returned to Sending State

The sending state agency in its sole discretion may request the child(ren) be returned to the sending state at any time during the BA placement due to ability of the parent(s)/legal guardian(s) to resume care of the child(ren) or in the event new circumstances have arisen. The sending state agency is responsible for arranging transportation of the child(ren). The receiving state's case manager may assist with transportation in compliance with the receiving state's applicable policies and procedures concerning transportation of a child. The BA placement will be closed as "Child(ren) Returned to Sending State."

B. Child Removed by Sending/Receiving State

Either state agency may remove a child from a BA placement upon reasonable belief that the child is in imminent risk of harm. The BA placement will be closed as "Child Removed by Sending State" or "Child Removed by Receiving State."

C. Custody Ordered to Relative – ICPC Violation

Upon entry of a temporary or final order transferring custody from the sending state agency to a placement resource, the BA placement will be closed as "Custody Ordered to Relative – ICPC Violation." The sending state shall retain jurisdiction, subject to the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), and any and all responsibility for continued monitoring of the placement. The receiving state may demand retrieval of the child(ren) from the receiving state pursuant to the ICPC.

D. ICPC Placement Approved/Denied

The sending state agency or court may submit a request for ICPC Placement Home Assessment. (Note: the sending state agency must follow the procedures outlined herein.)

1. Upon issuance of an approval decision by the receiving state ICPC office, the BA placement episode will be closed as "ICPC Placement Approved." Supervision, service, and jurisdictional responsibilities will thereafter follow ICPC protocols.
2. Upon issuance of a placement denial decision by the receiving state ICPC office, the child(ren) must be returned to the sending state within five (5) business days,

and the BA placement episode will be closed as “ICPC Placement Denied.” The sending state agency is responsible for arranging transportation of the child(ren). The receiving state’s case manager may assist with transportation in compliance with the receiving state’s applicable policies and procedures concerning transportation of a child.

E. Termination by Other Court Action

If other court action terminates the BA placement, or if another public agency in either state has established jurisdiction or custody of the child(ren), the placement will be closed as “Termination by Other Court Action.” Unless otherwise directed by court order, the child(ren) must be returned to the sending state within five (5) business days. The sending state agency is responsible for arranging transportation of the child(ren). The receiving state’s case manager may assist with transportation in compliance with the receiving state’s applicable policies and procedures concerning transportation of a child.

V. DUTY TO NOTIFY AND PARTICIPATE

The sending state’s case manager will provide notice as soon as practicable to the receiving state’s case manager of any future court dates regarding the case. To the extent possible, the receiving state’s case manager or supervisor will remain available to participate in the sending state’s legal process remotely (by telephone or audio-visual web meeting) or, if accepted by the court, to prepare and submit a written update for the court prior to the scheduled court date.

VI. BORDER AGREEMENT MANAGEMENT, MAINTENANCE, AND REVIEW

1. AR DCFS and TN DCS state staff shall establish a BA Management Group which may also be comprised of selected members of AR DCFS and TN DCS from each agency to agree upon forms and procedures for tracking data related to the BA and to coordinate training efforts regarding BA implementation as detailed herein.
2. An initial joint review meeting of the progress made under this Agreement shall be conducted six (6) months from the agreed upon implementation date and thereafter as mutually agreed upon by the party states. Consultations may also be sought to discuss ongoing implementation issues as needed or requested.
3. This Agreement shall remain in effect until terminated according to Section IX below and may be revisited at any time. Parties will be notified of the need to review, and a meeting to review will be held as soon as practicable after receipt of written notice.

VII. BORDER AGREEMENT TRAINING

1. Within sixty (60) days of the date of execution of this Agreement, or any amendment hereto, AR DCFS and TN DCS will establish training curriculum and materials for staff, to include adjunct/support staff and other auxiliary staff or community partners (such as Hotline staff, after hours operators, judiciary), on protocols for referral, response, and other actions under this Agreement. All such staff in both states will be trained no later than ninety (90) days after final execution of this Agreement or any amendment hereto.
2. AR DCFS and TN DCS will maintain a training curriculum regarding this Agreement and provide periodic training/refreshers to all new employees, newly assigned employees, and auxiliary staff and will establish a schedule of periodic joint meetings to maintain viability of the Agreement. At a minimum, training sessions will be made

available annually.

VIII. BORDER AGREEMENT (BA) REPORTING AND DATA REQUIREMENTS

Information shared under this Agreement is confidential and may only be used in accordance with the terms of this Agreement and any applicable laws and regulations including, but not limited to, Tenn. Code Ann. § 37-2-408 and Ark. Code Ann. § 9-28-407. AR DCFS and TN DCS will each track and maintain monthly statistical data related to requests issued and received for placements, approval and denial decisions (including reasons for denial), placements made, placement closures (including types of closure), and trainings provided pursuant to this Agreement. Each agency will share said data with the other agency upon request. Each agency will compile an annual data summary and distribute same to the BA Management Group for monitoring, evaluation, and/or consideration of proposed amendments to this Agreement.


IX. TERMINATION OF BORDER AGREEMENT

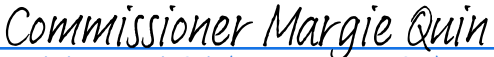
1. At its sole discretion, either AR DCFS or TN DCS may terminate this Agreement for any reason by providing at least thirty (30) days' written notice to the other agency.
2. This Agreement may be terminated immediately, or at such other time as agreed, upon mutual written consent of both agencies.
3. Upon written notice of termination, neither party to this Agreement will execute a BA placement request pursuant to this Agreement, nor will either party accept a BA placement request. Any BA placement made pursuant to this Agreement prior to receipt of notice of termination shall be handled in accordance with the terms of this Agreement to conclusion not to exceed beyond ninety (90) calendar days.

X. EFFECTIVE DATE

This Agreement is effective upon execution of the signatures of both AR DCFS and TN DCS authorized representatives below. Placements under this Agreement may begin ninety (90) calendar days after the effective date.

XI. SIGNATURES

	6/16/25
_____ TIFFANY WRIGHT, Director Arkansas Division of Children & Family Services	_____ Date

 <small>Commissioner Margie Quin (Jun 17, 2025 10:31 CDT)</small>	
_____ MARGIE QUIN, Commissioner Tennessee Department of Children's Services	_____ Date

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Exhibit A

1. Contact information for Tennessee

a. Questions Regarding Agreement or Training:

Anna Richmond, LAPSW | Director, ICPC Deputy Compact Administrator
Tennessee Department of Children's Services
UBS Tower, 9th Floor
315 Deaderick Street
Nashville, TN 37243
p. 615-532-5593
c. 931-319-7384
anna.richmond@tn.gov
ICPC Email: TNICPC.EI-DCS@tn.gov

b. To Request Border Agreement Home Assessment:

1-877-237-0004 (M-F) or
1-877-237-0034 (weekends)

2. Contact information for Arkansas

a. Questions Regarding Agreement or Training:

Amber Sartain | Assistant Director Policy, Practice, and Training
Arkansas Department of Human Services –
Division of Children and Family Services
700 Main Street Slot 569
Little Rock, AR 72203
p. 501-646-6247
amber.sartain@dhs.arkansas.gov

b. To Request Border Agreement Home Assessment:

1-800-482-5964 or
1-844-SAVEACHILD