REQUEST FOR QUALIFICATIONS

RFQ 01-2017

For

FAMILY ADOPTION HOME STUDY AND
CHILD ADOPTION SUMMARY

Date Issued:

February 22, 2016
TABLE OF CONTENTS

FAMILY ADOPTION HOME STUDY AND CHILD ADOPTION SUMMARY

RFQ 01-2017

Section 1 Introduction
1.1 Purpose
1.2 Scope of Service
1.3 Contract Duration
1.4 Reimbursement

Section 2 RFQ Schedule of Events
2.1 RFQ Schedule of Events

Section 3 General Requirements and Information
3.1 Issuing Officer
3.1.1 Service Areas
3.2 Questions
3.3 Application Submittal
3.4 Application Preparation Costs
3.5 Opening of Applications
3.6 Acceptance of Applications
3.7 Rejection of Applications
3.8 Disposition of Applications
3.9 Subcontracting
3.10 Minority Business Policy
3.11 Prohibited Solicitation
3.12 RFQ Amendments
3.13 Applications Amendments and Rules of Withdrawal
3.14 Respondent’s Contact Person
3.15 Anticipation of Award
3.16 Awarding of Contract
3.17 Notification
3.18 Certification Prior to Award
3.19 Rules of Procurement
3.20 Restriction on Communications with State Staff
3.21 Equal Employment Opportunity Policy
Section 4 Proposal Requirements
4.1 General Proposal Requirements
4.2 Application to Contract
4.3 Disclosure of Litigation
4.4 Mandatory Requirements

Section 5 Evaluation and Contract Section
5.1 Evaluation of Proposals

Attachments
A. Terms and Conditions
B. Application to Contract
C. Performance Based Contracting
E. Service Areas
SECTION 1

INTRODUCTION

1.1 Purpose

To establish contracts for the completion of Family Adoption Home Studies, Family’s Home Study Update, Child’s Adoption Summary and Child’s Adoption Summary Update which are necessary to determine the appropriateness of the home for a child or children.

1.2 Scope of Service

The contractor will complete adoptive home assessments and adoption summaries.

The contractor will assess the home environment of prospective adoptive families to determine if they are appropriate for a child or children. Each assessment will be a study of the circumstances in each situation involving the placement of a child for adoption.

The adoptive home assessment will be based upon interviews; home visits; contacts with references and collaterals; a child abuse registry check; local and state criminal records check; FBI check (if applicable); and review and analysis of Division of Children and Family Services (DCFS) adoption forms. Each adoptive home assessment and update to the assessment will be written in accordance with the Performance Indicators developed for home assessments.

The adoption summary will be a comprehensive report on a DCFS foster child available for adoption. Information about the birth family, the child’s development, his or her strengths, and needs must be documented to provide quality service to the child. The adoption summary will be used in providing full disclosure to the family interested in adopting the child. The contractor will: assess information and prepare a professional report on the child for the adoption summary, according to the Performance Indicators for adoption summaries; and make a recommendation describing the type of family the child needs.

Travel is required.

1.3 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of July 1, 2016 through June 30, 2017.

The contract may be extended for up to six (6) additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

1.4 Reimbursement

Monthly billing for reimbursement of services must be itemized on business letterhead. The contractor shall submit a bill in accordance with the DHS Financial Procedures Guidelines incorporated herein by reference as if set out word for word. Payment will be made after services are rendered.

The fixed rate of reimbursement for the Adoption Services will be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Adoption Home Study</td>
<td>$600.00</td>
</tr>
<tr>
<td>Annual Re-evaluation of Adoption Home Study</td>
<td>$250.00</td>
</tr>
<tr>
<td>Initial Child’s Adoption Summary</td>
<td>$300.00</td>
</tr>
<tr>
<td>Update to Child’s Adoption Summary</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ https://dhs.arkansas.gov/dcfs/pie/login.aspx. Billing must be signed by an authorized agent or designee for the provider and have the certification of compliance with performance indicators attached. Bills are to be submitted by the 10\textsuperscript{th} day of the month. If the 10\textsuperscript{th} day is on a weekend, billing is due no later than the following Monday.

Only signed original invoices will be accepted for payment. No payment will be made prior to the delivery of services. Invoices shall be submitted to the DCFS Area Financial Coordinator.

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement (OSP), he/she shall obtain a vendor number and submit a completed and signed IRS Form W-9 before the contract is signed. Information and necessary forms to obtain a vendor number can be found on the following website: http://www.ark.org/vendor/index.html.
SECTION 2

RFQ SCHEDULE OF EVENTS

2.1 RFQ Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ issued</td>
<td>February 22, 2016</td>
</tr>
<tr>
<td>Due date and time for written questions</td>
<td>March 1, 2016</td>
</tr>
<tr>
<td>Due date for answers to questions</td>
<td>On or about March 2, 2016</td>
</tr>
<tr>
<td>Closing date and time for receipt of applications</td>
<td>March 4, 2016 12:00 noon (CST)</td>
</tr>
<tr>
<td>Date and time for opening of applications</td>
<td>March 4, 2016 12:30 (CST)</td>
</tr>
<tr>
<td>Completion of application review and selection of potential awardee(s)</td>
<td>On or about March 25, 2016</td>
</tr>
<tr>
<td>Anticipation to Award posted</td>
<td>On or about March 31, 2016</td>
</tr>
<tr>
<td>Contract start (Subject to State approval)</td>
<td>July 1, 2016</td>
</tr>
</tbody>
</table>
SECTION 3
GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFQ is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Children and Family Services (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFQ until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Margurite Al-Uqdah, Issuing Officer
Department of Human Services
Division of Children and Family Services
P.O. Box 1437, Slot S561
Little Rock, AR  72203
Ph:  501-682-8743
Fax:  501-683-1201
Margurite.aluqdah@arkansas.gov

3.1.1 Service Area

The Division is interested in considering proposals for DCFS Area 5 - Faulkner County, only. See Attachment E to this RFQ for a complete listing of DCFS areas and counties.

3.2 Questions

Respondents with questions about the RFQ shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent’s responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses on the DHS website by the date specified in Section 2.1, for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFQ.

3.3 Application Submittal

To be considered, each respondent shall submit a completed, signed, dated Application to Contract in response to this RFQ, using the format provided (see Attachment B). An official who is authorized to bind the respondent to its provisions must sign the application in ink. Respondent must submit one original paper version and one hard copy (two total) and, one (1) electronic copy of the application on a disk in PDF format.
Due to the Department of Human Services Policy, a flash/thumb drive cannot be accepted. If the application contains material that is considered confidential, the respondent must submit a second disk with the confidential information redacted. The disk must be clearly identified as the redacted version.

The respondent shall not include promotional materials with the application.

3.4 Application Preparation Costs

All costs for developing the response to this RFQ are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All applications, inquiries, or correspondence relating to or in reference to this RFQ will become the property of the State and will not be returned.

3.5 Opening of Applications

The Division/Office will publicly open applications that were received by the date and time identified in Section 2.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

3.6 Acceptance of Applications

All applications properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to applications or to reject any or all applications received, amend the RFQ, or cancel this RFQ at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in applications providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFQ requirements or excuse the respondent from full compliance with the RFQ specifications, including contract requirements if the respondent is awarded a contract.

3.7 Rejection of Applications

The State reserves the right to reject any and all applications received as a result of this RFQ. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFQ that are not acceptable to the State, the application may be rejected.

Applications will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the application is made, reviewed, or both.

3.8 Disposition of Applications

All applications become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no applications will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable
format with that material redacted. In an attachment to the Application to Contract, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 4.1.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any application received in response to the RFQ. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its application shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFQ Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their application a signed statement from each subcontractor confirming his/her willingness and ability to perform the work designated in the application. Respondents shall not make multiple applications as the primary contractor under one proposal and as subcontractor in other proposals.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. “Minority” is defined by ACA §15-4-303 as “black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs. The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.12 RFQ Amendments

The Division/Office reserves the right to amend the RFQ prior to opening of the applications. Prior to the due date for applications, Issuing Officer will post amendments, addenda and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable applications.

3.13 Application Amendments and Rules of Withdrawal

Prior to the date of award, a respondent may withdraw his/her application by submitting a signed, written request for its withdrawal to the Division/Office.
The Division/Office will not accept any amendments, revisions, or alterations to the applications after the proposal due date unless such changes were requested by the Division/Office.

### 3.14 Respondent's Contact Person

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFQ response.

### 3.15 Anticipation of Award

After complete evaluation of the applications, the anticipated award will be posted on the DHS website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. **Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period.** Accordingly, any reliance on these preliminary results is at the agency’s/vendor’s own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.

### 3.16 Awarding of Contract

Only those applications meeting the minimum qualifications as defined in this RFQ shall be considered for award.

The Division/Office may decline to enter into a contract as a result of this RFQ. If contract(s) is/are awarded, they shall be awarded to the respondent(s) whose application(s) is/are determined to be most advantageous to DHS. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The Division/Office reserves the right to award multiple contracts.

### 3.17 Notification

Upon completion of the proposal evaluations, DHS will post on the DHS website, an intent to award notification.

### 3.18 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: [http://www.ark.org/dfa/immigrant/index.php/user/login](http://www.ark.org/dfa/immigrant/index.php/user/login).

### 3.19 Rules of Procurement

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the OSP Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The OSP Director or a designee, prior to commencement of an action in court or any
other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

3.20 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFQ until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.21 Equal Employment Opportunity Policy

In compliance with Act 2157 of 2005, for all contracts exceeding $25,000.00, OSP is required to have a copy of the vendor’s Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor’s response to this solicitation or in electronic format to DHS at the following e-mail address: margurite.ali-ugdah@dhs.arkansas.gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.
SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

The complete application will consist of the following:

1) Appropriately completed, signed in ink, and dated Application to Contract (see Attachment B).
   NOTE: The application shall include one (1) original paper version and one (1) hard copy (two total) and, one (1) electronic copy on a disk in PDF format and, required attachments. If respondent is submitting information that is confidential, a second disk needs to be submitted with confidential information redacted.
2) Equal Employment Opportunity policy (or statement that you do not have one).
3) Licensure and resumes of staff who will work under the contract.
4) Current certificate of Incorporation with the Arkansas Secretary of State.
5) If using subcontractor(s), a statement from subcontractors (see Section 3.9 for wording of statement).

The applications shall be received by the Division/Office by the date and time identified in Section 2.1. APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED. The envelope must be clearly labeled with the name and number of the RFQ as indicated on the cover page of this RFQ and Respondent’s business name.

To be considered, the Application to Contract must be completed in its entirety and must be signed in ink by an official authorized to bind the respondent to its provisions.

NOTE: If the application contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the proposal (disk) in PDF readable format with that material redacted. Respondent shall clearly identify the disk as the redacted version. In an attachment to the Application to Contract, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

Proposals may be hand delivered to: OR mailed by United States mail to: OR commercial mail to:
Arkansas Dept. of Human Services Arkansas Dept. of Human Services Arkansas Dept. of Human Services
Div. of Children and Family Services Div. of Children and Family Services Div. of Children and Family Services
700 Main Street (corner of 7th and Main St.) ATTN: Contracts Management Unit ATTN: Contracts Management Unit
ATTN: Contracts Management Unit P.O. Box 1437, Slot S561 112 W. 8th STREET, Slot S561
5th floor, Station 5131 Little Rock, AR 72203 Little Rock, AR 72203
Little Rock, Arkansas 72203

4.2 Application to Contract

Note the following instructions regarding the completion of the Application to Contract:
• Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
• If respondent is NOT a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership respondent must provide documentation evidencing proof of filing as either a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership with the Arkansas Secretary of State’s office.
Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.

- If the application contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Application to Contract.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  o The scope of work to be performed by the subcontractor;
  o The subcontractor’s willingness to perform the work indicated;
  o The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
- The Application to Contract (Attachment B) must be signed in ink by an individual authorized to legally bind the respondent.
- If the application deviates from the detailed requirements of this RFQ in any manner, the respondent must attach an explanation to the Application to Contract. The State reserves the right to reject any application containing such deviations.

4.3 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the application their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFQ. Failure to meet these requirements will result in an application being rejected.

4.4.1 Application to Contract must be received by time and date specified in Section 2.1.

4.4.2 Application to Contract must be completed and signed in ink by individual authorized to legally bind the respondent, as specified in Section 4.2.

4.4.3 The Contractor, who is the owner, chief executive officer, or president of the business entity, must be a professional licensed for independent practice of social work in the State of Arkansas. The Owner, Chief Executive Officer, or President must be a Licensed Certified Social Worker (LCSW).

4.4.4 The business entity must be owned by a person licensed for independent practice in the State of Arkansas, or in the alternative, the business must be a corporation which has a social work department headed by an individual licensed for independent practice of social work, counseling or psychology in the State of Arkansas. Businesses owned by a Licensed Social Worker (LSW) or Licensed Master Social Worker (LMSW) are not qualified to provide services. The business entity must be a corporation, professional association or a limited liability corporation authorized to do business in Arkansas.
4.4.5 The Family Adoption Home Study, Family’s Home Study Update, Child’s Adoption Summary, Child’s Adoption Summary Update, and court testimony must be conducted by a LCSW (or a LSW or a LMSW who is supervised by a LCSW), who has maintained Arkansas licensure during the contract period.
SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 EVALUATION OF PROPOSALS

Following the public opening of applications, the Division/Office shall examine the proposals to determine if mandatory requirements of the RFQ have been agreed to or met as set forth in the RFQ. Only those proposals which are determined to meet the mandatory requirements shall be considered.

To the extent allowable under applicable law, the State reserves the right to waive any defects if it is in the best interest of the State to do so, and to reject any and all proposals.
ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent’s proposal. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services (“the Department”) agree as follows:

Legal Considerations
The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas’ administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department’s sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract
All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Reimbursement Method *</th>
<th>Payment Limitations **</th>
<th>Match Requirements***</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Amount of Match Required OR Percentage of Allowable Billing Required</td>
</tr>
</tbody>
</table>

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Schedule Reimbursement

Payment Limitations: (Select from the following) Quarterly Cumulative; Quarterly; Monthly Cumulative; None;
**Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter “None” in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

- **Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.
- **Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.
- **Third Party In-Kind Contributions:** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.
- **Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

**Term of the Contract**
The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

**Terms of Payment/Billing**
The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

**Termination of Contract**
The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

**Procedure on Expiration or Termination**
Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
Stop work under the contract on the date and to the extent specified in the Notice of Termination,
Place no further orders or enter in any additional subcontracts for services,
Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims
After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor
It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:
• The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
• There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
• All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
• The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.
Force Majeure
The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes
In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director’s instructions.

Confidentiality of Information
In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure
Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.
Inspection of Work Performed
The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts
The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than $25,000.00:
- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:
Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

- Arkansas Department of Human Services
- Office of Chief Counsel Audit Section
- P.O. Box 1437 – Slot S270
- Little Rock, Arkansas 72203-1437

Indemnification
The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.
Assignments
The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver
No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property
Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software
The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations
If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees
In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability
In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.
Records Retention
The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records
The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation
All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure
The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off
The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department’s payment to Contractor under this contract.

State and Federal Laws
Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

DHS Policy 5055
Contractor shall comply with DHS Policy 5005 prior to implementation of any Information Technology (IT) Systems Secure Development and Testing Training.

Accessibility Act 1227 of 1999
The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq., which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used...
for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

These specifications do not prohibit the purchase or use of an information technology product that does not meet these standards if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visualy.

**Employee Background Requirements**
Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

**Prohibition against Contingent Fees**
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

**Compliance with Department Policy Issuances**
The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

**Relinquishment**
The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

**Entire Contract**
The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.
Survival of Rights and Obligations
The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices
All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

__________________________________________________________
(address)
__________________________________________________________

Attention: ____________________________________________________________
(name of contractor contact person or such other name or address as may Hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

__________________________________________________________
(address)
__________________________________________________________

Attention: _________________________________________________________________
(name of Department contact person)

Severability of Provisions
If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:
The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of $100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment
The Contractor, as a lower tier recipient of $25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" without modification in all lower tier covered transactions.
Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices
Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.
# Attachment B

## APPLICATION TO CONTRACT

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>ADDRESS</th>
<th>Phone #</th>
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<table>
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<tr>
<th>TAXPAYER IDENTIFICATION #:</th>
<th>EMAIL ADDRESS:</th>
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</table>

Check if entity is a minority vendor

- ☐ State Ag’cy
- ☐ Local Gov’t
- ☐ For Profit
- ☐ Non-Profit

Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership

- ☐ Yes
- ☐ No

### PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE:</th>
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</table>

### PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE:</th>
</tr>
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</table>

### CORPORATE PRESIDENT’S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

<table>
<thead>
<tr>
<th>NAME:</th>
<th>ADDRESS:</th>
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<table>
<thead>
<tr>
<th>OFFICIAL TITLE:</th>
<th></th>
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</table>

- Does the respondent meet the minimum qualifications as indicated in Section 4.4?  
  - YES ☐  NO ☐

- Does this proposal contain confidential information? If “Yes”, attach a redacted Application and give explanation.  
  - YES ☐  NO ☐

- Has this respondent previously contracted with AR Department of Human Services (DHS)?  
  - YES ☐  NO ☐

- Has a respondent’s principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud?  
  - YES ☐  NO ☐

- Does the respondent intend to offer services through a subcontractor?  
  - YES ☐  NO ☐

- If services are to be provided by a subcontractor, are the required statements attached?  
  - YES ☐  NO ☐

- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFQ without qualification?  
  - YES ☐  NO ☐

- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap?  
  - YES ☐  NO ☐

- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract?  
  - YES ☐  NO ☐

- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals?  
  - YES ☐  NO ☐

- Have you received any amendments to this RFQ? If “YES”, how many?  
  - YES ☐  NO ☐

- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period?  
  - YES ☐  NO ☐

By signature of this form and submission of an application in response to this RFQ, the respondent acknowledges that the above statements are true and accurate.

<table>
<thead>
<tr>
<th>Signature by Officer of Organization Authorized to Contractually Obligate</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>
NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

ATTACHMENT C

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING
PERFORMANCE INDICATORS

FAMILY ADOPTION HOME STUDY

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor’s agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor’s performance or lack of performance.

III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor’s performance is acceptable.

IV. The contract program deliverables and performance indicators to be performed by the contractor are:

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Service Criteria¹</th>
<th>Acceptable Performance</th>
<th>Results of Insufficient Performance²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing</td>
<td>1. The Contractor, who is the Owner, Chief Executive Officer, or President of the business entity, must be a professional, licensed for independent practice of Social Work in the State of Arkansas. The Owner, Chief Executive Officer, or President must be a Licensed Certified Social Worker.</td>
<td>100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted.</td>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
</tr>
<tr>
<td></td>
<td>2. The business entity must be owned by a person licensed for independent practice in the State of Arkansas, or in the alternative, the business must be a corporation which has a social work department headed by an individual licensed for independent practice of social work, counseling or psychology in the State of Arkansas. Businesses owned by a LSW or LMSW are not qualified to provide services. The business entity must be a corporation, professional association, or a limited liability corporation authorized to do business in Arkansas.</td>
<td>100% compliance Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted.</td>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
</tr>
</tbody>
</table>
3. Contractor will notify DCFS Program Manager of any changes in the business entity which include, but not limited to business entity existence, name change of the business, new location of the business, new telephone numbers and contact person.

<table>
<thead>
<tr>
<th>100% compliance</th>
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<tbody>
<tr>
<td>Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted</td>
</tr>
<tr>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
</tr>
</tbody>
</table>

4. The Contractor will notify DCFS of any changes in personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to delivery of services.

**Note: Adoption home assessment will be referred to as adoption home Study**

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted</td>
</tr>
<tr>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
</tr>
</tbody>
</table>

### Completing an Adoption Home Study

1. Contractor will accept only referrals from the DCFS area Adoption Supervisor covered by this contract for payment.

<table>
<thead>
<tr>
<th>100% compliance</th>
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<tbody>
<tr>
<td>Contractor will submit a certification of compliance with performance indicators with monthly billing. The SAFE home studies and home study updates are subject to random review by the Consortium for Children. Program audit may be conducted.</td>
</tr>
<tr>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
</tr>
</tbody>
</table>

2. Contractor will attend and complete the Structured Analysis Family Evaluation (SAFE) prior to conducting any home studies or home study updates.

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3. Contractor will complete a family’s initial adoption (home assessment) home study and narrative and necessary attachments in compliance with the SAFE guidelines, DCFS policy, procedures and forms within forty-five working days of referral to the provider. The only exception to this time frame is when the area Adoption Supervisor gives approval in

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4. The contractor will conduct home visits with prospective adoptive families according to SAFE guidelines. **100% compliance**

Contractor will submit a certification of compliance with performance indicators with monthly billing. The SAFE home studies and home study updates are subject to random review by the Consortium for Children. Program audit may be conducted.

Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.

5. Contractor will complete a family's adoption home study update and narrative and necessary attachments in compliance with the SAFE guidelines, DCFS policy, procedures and forms within thirty calendar days of referral to the provider. The only exception to the time frame is when the area Adoption Supervisor gives approval in advance for an extended period of time, in instances when there is a documented delay caused by the family, or when other circumstances may prevent completion of the update. **100% compliance**

Contractor will submit a certification of compliance with performance indicators with monthly billing. The SAFE home studies and home study updates are subject to random review by the Consortium for Children. Program audit may be conducted.

Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.

6. The adoptive home study and home study update will be conducted by a Licensed Certified Social Worker (or a Licensed Social Worker or a Licensed Master Social Worker, who is supervised by a Licensed Certified Social Worker), who has maintained Arkansas licensure during the contract period. **100% compliance**

Contractor will submit a certification of compliance with performance indicators with monthly billing. The SAFE home studies and home study updates are subject to random review by the Consortium for Children. Program audit may be conducted.

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**Court Testimony**

1. Contractor will provide court testimony if subpoenaed or requested to appear by DCFS. **100% compliance**

Attendance and ability to provide accurate testimony when subpoenaed or requested

Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.
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Invoices along with the certification of compliance should be submitted to the area Financial Coordinator by the 10th day of the month. If the 10th day is on a week-end, billing is due no later than the following Monday. Only original signed invoices will be accepted.

Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.

5. Contractor will notify the DCFS Adoption Services Unit Manager of any changes in the business entity, which would include, but not be limited to business entity existence, name of the business, new location of the business, new telephone numbers, and contact person.

100% compliance
Contractor will submit a certification of compliance with performance indicators with monthly billing. Billing will be in compliance with DCFS policy and procedures.

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1 Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

2 The results set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

**REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.

2. Payment may be withheld or reduced.

3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

Rev: 11/10/2015
NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

ATTACHMENT C (CONTINUED)

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING
PERFORMANCE INDICATORS

CHILD ADOPTION SUMMARY

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor’s agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor’s performance or lack of performance.

III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor’s performance is acceptable.

IV. The contract program deliverables and performance indicators to be performed by the contractor are:

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Service Criteria¹</th>
<th>Acceptable Performance</th>
<th>Results of Insufficient Performance²</th>
</tr>
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<tbody>
<tr>
<td>Licensing</td>
<td>1. The Contractor, who is the Owner, Chief Executive Officer, or President of the business entity, must be a professional, licensed for independent practice of Social Work in the State of Arkansas. The Owner, Chief Executive Officer, or President must be a Licensed Certified Social Worker.</td>
<td>100% compliance Contractor will perform Adoption Summaries and Updates by properly licensed, trained, and experienced staff. Contractor will submit a certification of compliance with performance indicators with monthly billing. Program audit may be conducted.</td>
<td>Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
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<td>2. The business entity must be owned by a person licensed for independent practice in the State of Arkansas, or in the alternative, the business must be a corporation which has a social work department headed by an individual licensed for independent practice of social work, counseling or psychology in the State of Arkansas. Businesses owned by a LSW or LMSW are not qualified to provide</td>
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services. The business entity must be a corporation, professional association, or a limited liability corporation authorized to do business in Arkansas.

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<th>3. The Contractor will notify DCFS of any changes in personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to delivery of services.</th>
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| **Completing an Adoption Summary & Update**
1. Contractor will accept only referrals from the DCFS Adoption Specialists, Area Adoption Supervisor, or Adoption Manager covered by this contract for payment. | 100% compliance | Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs. |
| 2. Contractor will complete a child’s adoption summary update in compliance with DCFS policy, procedures, and guidelines within thirty calendar days of referral to the provider. | 100% compliance | Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs. |
| 3. The Adoption Summary and update must include a face to face contact with each child and the child’s (when age appropriate) input to include, likes, dislikes, wants, and needs must be included in the profile. The child should also be asked what kind of family he/she would like to adopt them and what they would want the family to know about them. | 100% compliance | Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs. |
| 4. The adoption summary, adoption summary update will be conducted by a Licensed Certified Social Worker (or a Licensed Social Worker or a Licensed Master Social Worker, who is supervised by a Licensed Certified Social Worker), who has maintained Arkansas licensure during the | 100% compliance | Less than 100% compliance will result in a consultation from DCFS Central Office program staff to address the matter. A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs. |
The Contractor will notify DCFS of any in-quiet personnel impacting the contracted services and provide documentation to DCFS of new personnel with their qualifications prior to delivery of services.

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<td>1. Contractor will submit a monthly report to the DCFS area Adoption Supervisor by the tenth working day of the month for the preceding month that includes, but not limited to the following information: names of referral received by date, adoption summaries on children completed by date, and adoption summaries completed by date and court testimony by case name and date.</td>
<td>Contractor will submit a certification of compliance with performance indicators with monthly billing.</td>
<td>A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
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<tr>
<td>2. Contractor will attend a one-day DCFS orientation and training regarding agency policy, procedure and form requirements within the first 10 working days of the contract effective date. The DCFS Adoption Services Unit Manager, or designee, will notify the contractor of the training location at least 5 working days before the training date.</td>
<td>Contractor will submit a certification of compliance with performance indicators with monthly billing.</td>
<td>A specified corrective action plan will be developed by the contractor and DCFS and executed or payment for services will be withheld until sufficient performance occurs.</td>
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<td>3. Contractor will process invoices in accordance with procedures established by DCFS. Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ <a href="https://dhs.arkansas.gov/dcfs/pie/login.aspx">https://dhs.arkansas.gov/dcfs/pie/login.aspx</a>. Invoices along with the certification of compliance should be submitted to the area Financial Coordinator by the 10th day of the month. If the 10th day is on a week-end,</td>
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**REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. DCFS will notify Contractor of unacceptable performance. A meeting between the DCFS and the contractor will take place to discuss and develop a corrective action plan. That will be implemented by the contractor.

2. DCFS will notify contractor in writing of non-compliance with the program deliverable and performance indicators for that program deliverable. Within ten working days of notification of non-compliance, contractor must submit and implement a corrective action plan that is acceptable to DCFS. Pending submission and implementation of an acceptable correction action plan, payment may be reduced or withheld as determined by DCFS.

3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

Rev: 11/10/2015
POLICY VIII-H: DEVELOPMENT OF ADOPTIVE HOMES

08/2013

The Division provides adoption services to recruit, assess, prepare, and retain adoptive families to ensure that adoption, when that is the best permanency option, is timely, well-supported, and lifelong. The services focus on finding families for children rather than finding children for families. Assessment and preparation of prospective adoptive families are completed according to the need for homes for children. The child’s health, safety, and well-being shall be of paramount concern in the development of the adoptive placement.

When appropriate, the child’s relatives may be pursued as possible adoptive placements even after TPR. Siblings shall be placed together in the same adoptive home. Siblings may be placed separately upon written documentation by a Mental Health Professional that placement of the siblings together would be detrimental to their best interests or is otherwise not possible at the time of placement.

DCFS employees who are related to children in foster care may be approved to adopt their relatives, if they are an appropriate placement. Other DCFS employees may apply to be adoptive parents. Applications will be considered on a case-by-case basis.

Residence in the home is not required for a minor to be adopted if the minor is in DHS custody and must reside outside the home to receive medically necessary services.

In order to ensure quality adoptive homes, DCFS will complete a thorough home assessment for each prospective adoptive family. The home assessment is a mutual selection process that involves several components including, but not limited to, background checks, compliance checks, an in-home consultation visit, pre-service training, a home study, and ongoing consultation between the prospective adoptive parents and Adoption Specialist. Prospective adoptive families are strongly encouraged to attend a local information meeting before the in-home consultation visit but are not required to do so. The purpose of the assessment process is to educate prospective adoptive parents on the characteristics of children waiting for adoptive homes and evaluate the applicants’ ability to meet those needs as well as evaluate their compliance with Minimum Licensing Standards and DCFS policy requirements for adoptive homes.

If at any point throughout the home assessment process a prospective adoptive home is found to be out of compliance with a licensing standard or a DCFS policy, this non-compliance issue must be addressed. However, if the Adoption Specialist, or the individual conducting the home study, determines that the non-compliance issue would not endanger the safety or well-being of children placed in the home, an Alternative Compliance or DCFS Policy Waiver may be requested as appropriate. (An alternative compliance is a request for approval from the Child Welfare Agency Review Board to deviate from a minimum licensing standard, while a policy waiver is a request to deviate from a DCFS policy or procedure.) For more information on requesting an Alternative Compliance or DCFS Policy Waiver, see Appendix 8.

If there is a pending child maltreatment report on the family, the Adoption Specialist will stop proceedings until a determination is made. The investigation is to be reviewed and discussed with the Adoption Supervisor.

Criteria for consideration in determining the appropriateness of adoptive homes include, but are not limited to the following:

Jurisdiction - DCFS will participate in the adoption of a minor who is in DHS custody or for whom the Court has retained jurisdiction only if either the person seeking to adopt the child, or the child, is currently a resident of Arkansas.

Residency Requirements for Adoption in Arkansas - The family planning to adopt may live in Arkansas or reside out-of-state and have an approved adoption home study from a licensed adoption agency in their state. The family’s home study must be on file in the Adoption Services Unit.
Residency to determine jurisdiction over an adoption may be established in accordance with one of the three following sets of criteria:

A. A child under the age of six months is a resident of Arkansas if:
   1) The child’s biological mother resided in Arkansas for more than four months prior to the child’s birth, and
   2) The child was born in Arkansas or in any city which adjoins the state line or is separated only by a navigable river from an Arkansas city which adjoins the state line, and
   3) The child remains in this state until the interlocutory decree has been entered. Or in the case of a nonresident adoptive family, upon receipt of ICPC approval, the child and the prospective adoptive parents may go back to their state of residence and subsequently may return to Arkansas for a hearing on the petition for adoption.

B. A child over the age of six months is a resident of Arkansas if that child:
   1) Has resided in this state for at least six months, and
   2) Currently resides in Arkansas, and
   3) Is present in this state when the petition for adoption is filed and heard by a court of competent jurisdiction.

C. A person seeking to adopt is a resident of Arkansas if that person:
   1) Occupies a dwelling within the state, and
   2) Has a present intent to remain within the state for a period of time, and
   3) Manifests the genuineness of that intent through an ongoing physical presence within the state together with indications that the person’s presence is not merely transitory in nature.

**Age - Applicant is:**

A. At least 21-years-old.

B. A primary caregiver who is at an age so that it can be anticipated that he or she can parent the child into adulthood. This assessment will be made by the Adoption Specialist when determining what is in the best interests of the child(ren) to be adopted.

C. Generally, at least a 10-year age difference and no more than a 45-year age difference between the child and adoptive applicant is preferred.

**Relationship Stability**

A. In a two-parent home, both parents shall be joint applicants and each person shall actively participate in the approval process. The couple shall demonstrate a stable relationship. In assessing relationship stability, considerations may include major life changes such as:
   • Death or serious illness among family members
   • Marriage, separation, divorce, or other significant changes in the couple’s relationship
   • Addition of household members (e.g., birth, adoption, aging relative moving in)
   • Loss of or change in employment

A pre-adoptive home may not house or admit any roomer or boarder. A roomer or boarder is:

A. a person to whom a household furnishes lodging, meals, or both, for a reasonable monthly payment; and,

B. not a household member.

A household member is a resident of the home who:

A. Owns or is legally responsible for paying rent on the home (household head); or,

B. Is in a close personal relationship with a household head; or,

C. is related to a household head or to a person in a close personal relationship with a household head.
Any household member who resides in the home for more than 3 cumulative months in a calendar year must clear the following background checks: Arkansas Child Maltreatment Central Registry, Arkansas Adult Maltreatment Registry, Arkansas State Police Criminal Record Check, and FBI Criminal Background Check.

**General Physical and Mental Health** - Members of the household must not have a health condition or disability that would interfere with the family’s ability to parent the child. Each member of the household shall have a physical examination by a physician within six months prior to the approval of the adoption home study on the prospective adoptive family, and annually thereafter until placement of a child.

**Housing**
- **A.** Space must be adequate to promote health and safety. Each bedroom should have at least 50 square feet of space per occupant.
- **B.** All firearms must be maintained in a secure, locked location separate from ammunition.
- **C.** All water hazards and dangerous pets will be assessed. Safeguard measures will be implemented, as appropriate.
- **D.** Children of opposite sexes must have their own separate bedrooms if either child is four years old or older, except for a mother in foster care with her child(ren).
- **E.** Water must be provided by public water system or approved annually by the Department of Health.

**Smoking Restrictions** - DCFS shall not place or permit a child to be placed in a home if the prospective adoptive parent smokes or allows anyone else to smoke in the presence of the child unless it is in the child’s best interest to be placed in or remain in the adoptive home. If the adoptive parent indicates smoking will not occur in the presence of a child placed in their home, then DCFS will designate the home a “non-smoking” adoptive home. If a adoptive parent indicates that smoking will occur in the presence of a child placed in the home, the home will be designated a “smoking” adoptive home, and no child may be placed or remain in the adoptive home unless it is in the child’s best interest. Second hand smoke is detrimental to a child’s health and, as such, it is generally not in a child’s best interest to be placed in a home that permits smoking in the presence of a child in care. In addition, state law prohibits smoking in a vehicle if a child in the car is under the age of 14.

**Resources** - The applicant must have sufficient resources to meet the financial, medical, physical, educational, emotional, and shelter needs of the child without depending solely on state or federal financial assistance (e.g., SNAP, SSI, SSA, etc) to meet those needs (although such forms of assistance may be used to supplement a family’s income). A recent check stub and the previous year’s income tax return are required to verify income and employment. While an adoption subsidy may be a resource for a child who meets the eligibility criteria, adoptive parents should have sufficient resources to care for a child even without a subsidy. The adoption subsidy shall not be considered a part of the foster family’s income.

**BACKGROUND CHECKS**
In addition to ensuring that homes meet the basic criteria, the Division shall only place children in approved adoptive homes where the adoptive parents and appropriate members of the household have been cleared through a series of background checks: the Arkansas Child Maltreatment Central Registry, the Arkansas Adult Maltreatment Central Registry, the Arkansas State Police Criminal Record Check and an FBI Criminal Background Check. Any household member who resides in the home for more than 3 cumulative months in a calendar year (e.g. an adult biological child of the adoptive parents who is home for the summer and holiday breaks or a relative who visits for 6 weeks twice a year) must clear all background checks.

**Child Maltreatment Central Registry** - Adoptive parents and all other members of the household age 14 years and older, excluding children in foster care, must be cleared through the Arkansas Child Maltreatment Central Registry. The Arkansas Child Maltreatment Central Registry Check shall be repeated every two years thereafter until the adoption decree is issued at which point repeat checks will no longer be required. However, if the home wishes to continue to keep its adoption service open in order to potentially adopt additional children, the Central Registry checks on all household members 14 years of age and older will continue to be run every two years.
If applicable, a Child Maltreatment Central Registry Check shall also be conducted on each household member age 14 years or older in any state of residence in which they have lived for the past five years, and in their state of employment, if different, for reports of child maltreatment.

**Adult Maltreatment Central Registry** – Adoptive parents and all other members of the household age 18 and one-half years and older, excluding children in foster care, must be cleared through the Arkansas Adult Maltreatment Central Registry. As soon as possible after a household member, excluding children in foster care, reaches his or her 18th birthday, the paperwork to request the Arkansas Adult Maltreatment Central Registry Check must be initiated to ensure results are receive by the time that household member reaches 18 and one-half years of age. The Arkansas Adult Maltreatment Central Registry Check shall be repeated every two years thereafter until the adoption decree is issued at which point repeat checks will no longer be required. However, if the home wishes to continue to keep its adoption service open in order to potentially adopt additional children, the Adult Maltreatment Central Registry Check on all household members 18 and one-half years of age and older will continue to be run every two years.

**State Police Criminal Record Check** – Adoptive parents and all other members of the household age 18 and one-half years and older, excluding children in foster care, must be cleared through a State Police Criminal Record Check. As soon as possible after a household member, excluding children in foster care, reaches his or her 18th birthday, the paperwork to request the Arkansas State Police Criminal Record Check must be initiated to ensure results are receive by the time that household member reaches 18 and one-half years of age. The State Police Criminal Record Check shall be repeated annually thereafter until the adoption decree is issued at which point repeat checks will no longer be required. However, if the home wishes to continue to keep its adoption service open in order to potentially adopt additional children, the Arkansas State Police Criminal Record Checks on all household members 18 and one-half years of age and older will continue to be run every year.

**FBI Criminal Background Check** - Adoptive parents and all members of the foster home who are 18 and one-half years of age and older, excluding children in foster care, must also clear a fingerprint-based FBI Criminal Background Check. As soon as possible after a household member, excluding children in foster care, reaches his or her 18th birthday, the paperwork to request the FBI Background Check must be initiated to ensure results are receive by the time that household member reaches 18 and one-half years of age. The FBI Criminal Background Check does not need to be repeated.

**Vehicle Safety Check** - DCFS will check the driving record (violation points) for each prospective adoptive parent and other applicable members of the household. The Arkansas State Vehicle Safety Program sets the maximum number of traffic violation points a foster parent may be allowed.

**PRE-SERVICE TRAINING**

Adoptive parents must also complete the Division’s pre-service training curriculum which includes 27 hours of Foster/Adopt PRIDE training and three hours of DCFS orientation prior to placement of a child in their home. Central Registry and State Police Criminal Background checks must be cleared and the FBI Criminal Background Check must have been submitted before a prospective adoptive parent can begin pre-service training. Adoptive parents must also complete CPR and Standard First Aid Training and receive certification in both areas prior to placement of a child in their home.

Before placement for adoption, the Adoption Specialist shall compile and provide a disclosure packet to the prospective adoptive parents, which is a detailed, written health history and genetic and social history of the child which excludes information which would identify custodial/non-custodial parent(s) or members of a custodial/non-custodial parent(s)’s family. The information shall be set forth in a document that is separate from any document containing information identifying the custodial/non-custodial parent(s) or members of the custodial/non-custodial parent(s)’s family.
The detailed, written health history and genetic and social history shall be identified as such, and shall be filed with the clerk before the entry of the adoption decree. Upon order of the court for good cause shown, the clerk of the circuit court may tender to a person identified by the court a copy of the detailed, written health history and genetic and social history.

The Division provides pre-placement services to move children into adoptive families in a timely manner and post-placement services to help the family adjust. After finalization, services are available to help preserve adoptive families such as respite care, counseling, wraparound services, Intensive Family Services, and the Mutual Consent Voluntary Adoption Registry.

The placement of a child for adoption will not be denied or delayed when an approved family is available outside the jurisdiction responsible for handling the child’s case. In addition, a child in foster care who resides in residential or long-term care facility due to illness or disability may be adopted by a person who has been approved by the Division.

The Juvenile Division of Circuit Court shall retain jurisdiction to issue orders of adoption, interlocutory or final, when a juvenile is placed outside the state of Arkansas, unless the Court allows for finalization in the receiving state.

Legal risk adoptive placements may be considered for a newborn that is being relinquished for adoption or for a child whose custodial/non-custodial parent(s) has filed an appeal to the termination of parental rights. Legal risk placements can only be approved by the Adoptions Manager.

The Division shall provide notice of any hearing to be held with respect to a child in Department custody to the child’s foster or pre-adoptive parents. (Families are identified as pre-adoptive once a child is placed in the home and prior to finalization of the adoption.) The original petitioner in the juvenile matter shall provide relative caregivers notice of any hearing. The court shall give foster parents, pre-adoptive parents, and relative caregivers the right to be heard in any hearing held with respect to a child in foster care. Foster parents, adoptive parents, and relative caregivers shall not be made a party to a case solely on the basis that they are entitled to notice and the right to be heard.
PROCEDURE VIII-H9: Home Study

07/2011

A home study is one component of the overall home assessment process. A home study determines if a family is ready, willing, and able to become a suitable and safe placement resource for a child. At least two home study visits must be conducted in person with the foster parent applicants, including at least one visit to the home. The evaluator shall interview every age-appropriate members of the household.

The home study must evaluate a family’s dynamics including but not limited to, motivation for wanting to adopt, extended family’s acceptance of adoptive child, household composition, housing, safety hazards, income and expenses, health, education, child care arrangements or plans, child rearing practices, daily schedules, social history, family activities, and support systems, (for more information see PUB-04: Minimum Licensing Standards for Child Welfare Agencies). By learning more about these areas, the home study assists in ascertaining how members of a family function individually and as a unit, and, subsequently, helps inform the conclusions and recommendation as to whether a family should serve as an adoptive home.

To complete a successful home study, the Division uses the Structured Analysis Family Evaluation (SAFE). SAFE includes a series of interviews guided by questionnaires and an evaluation using the SAFE Psychosocial Inventory and Desk Guide, which are summarized in the final home study report. The use of these tools ensures a common evaluation process and promotes uniformity in the home studies across the state.

The home study can be conducted by designated Division staff, by staff contracted through the MidSOUTH Training Academy or other contract providers, or by volunteers trained by designated DCFS staff. The evaluator will complete the home study in accordance with established SAFE protocols.

The individual conducting the home study will:

A. Conduct an initial face-to-face interview with the prospective adoptive parent(s) using the applicants’ responses to SAFE Questionnaire I (to have been completed and submitted by the prospective adoptive parents by the first day of pre-service training) to guide the conversation.
B. Evaluate the first interview and note responses that will require further clarification and/or development.
C. Conduct a second face-to-face interview with the applicant(s).
D. During the second interview, provide SAFE Questionnaire II to the prospective adoptive parents who will complete this questionnaire in the presence of the home study evaluator. In the case of joint applicants, each applicant should complete and discuss their responses to the SAFE Questionnaire II with the home study evaluator separately, before holding another couple interview to discuss shared issues.
E. Evaluate the second interview and note responses that will require further clarification and/or development.
F. If necessary, conduct additional face-to-face interviews with the prospective adoptive parent(s) and/or other members of the household to further explore topics noted during the evaluation process.
G. Interview each household member separately who is 10 years of age or older. Observe younger children and interview if appropriate.
H. Using information collected during the interviews and SAFE Reference Templates, along with the Desk Guide, complete the SAFE Psychosocial Inventory.
I. Within 45 working days of the family completing pre-service training, complete and submit the final SAFE Home Study Report to the Adoption Specialist for review and assessment.
The Adoption Specialist will:

A. Review the final SAFE Home Study Report and other assessment documents.
B. Based on the review, submit the recommendation to approve or deny the home to the Adoptions Supervisor within 7 working days of receiving the final SAFE Home Study Report.
C. Send a copy of the final SAFE Home Study Report, written recommendation of approval or denial, all required forms including the three positive, confidential reference letters to the Adoptions Supervisor.
D. If the home is denied, explain the reasons for denial in a personal interview and refer for professional services if indicated.
E. Provide a copy of the final SAFE Home Study Report to the family regardless of approval or denial.
F. Keep the family’s photo album in his or her possession.
G. Document the Initial Home Study Completed Date on the Provider Services Details Screen in CHRIS.

The Adoption Supervisor will:

A. Review and assess the completed final SAFE Home Study Report and other assessment documents as well as the Adoption Specialist’s recommendation to approve or deny the home.
B. Within 7 working days of receiving all final documents from the Adoption Specialist, determine whether to approve or deny the adoptive applicant.
C. Notify the applicant in writing if a determination to approve or deny the home based on the final SAFE Home Study Report and other assessment documents cannot be completed within 60 working days of the family completing pre-service training and explain the reason. Send a copy to the Adoption Specialist.
D. In CHRIS, upon approval of the adoptive applicant, enter the new adoptive family in CHRIS by completing the Resource screens to obtain a resource provider number. Also, the Vendor Maintenance Form - F10021 must be completed and sent to AASIS as soon as possible by designated staff.
E. Return final SAFE Home Study Report and entire record to the Adoption Specialist with a copy of the written approval or denial notification.
APPENDIX 2: ADOPTIONS
06/2004

A. GUIDELINE FOR AN ADOPTION SUMMARY - DETAILED HEALTH HISTORY AND GENETIC AND SOCIAL HISTORY

Before placement for adoption, the Division shall compile and provide to the prospective adoptive parents a detailed, written health history and genetic and social history of the child which excludes information which would identify birth parents or members of a birth parent’s family. The detailed, written health history and genetic and social history shall be set forth in a document that is separate from any document containing information identifying the birth parents or members of the birth parent’s family. The detailed, written health history and genetic and social history shall be clearly identified as such, and filed with the clerk before the entry of the adoption decree. Upon order of the court for good cause, the clerk may tender to a person identified by the court a copy of the detailed, written health history and genetic and social history.

Adoption Summary of Child

A. Birth Information: Prenatal care, birth date, measurements at the time of birth, a description of the delivery, any complications that occurred, alcohol/drug and tobacco involvement of birth parent during pregnancy and how it affected the infant, and any birth defects. Describe the nursery progress, discharge weight and recommendations of the doctor on discharge and results of any special health screenings/tests.

B. Physical Description: Race, weight, height, hair and eye color, complexion, birthmarks, and bone structure. Describe any physical disabilities.

C. Developmental and Social History: Social, intellectual, emotional and physical development of the child, noting any delays/limitations. Early developmental milestones should be discussed. For example:

*Cognitive Development*
1) Recognition of significant others
2) Comprehension of fact vs. fantasy
3) Language development
4) Comprehension of concepts such as time, space, quantity, etc.

*Motor Development*
1) Head control
2) Kicking -- pushing feet
3) Lifting chest
4) Rolling over
5) Holding toys
6) Reaching for objects
7) Waving bye-bye
8) Sitting up
9) Eye movements
10) Walking
11) Crawling
12) Running
13) Coordination
14) Ability to skip
15) Ability to catch ball

*Social/Emotional Development*
1) Smiling - Laughing
2) Cooing
3) Ability to respond appropriately in social situations
4) Self-help skills
Division of Children and Family Services

D. Health History:
   1) medical history (diseases, conditions, disabilities, allergies, hospitalizations, serious injuries etc.), present problems/needs, future problems/needs
   2) genetic history
   3) dental history, present problems/needs, future problems/needs
   4) mental health history, present problems/needs, future problems/needs
   5) type of mental health counseling and frequency of sessions
   6) sickle cell test results for a child with African American heritage
   7) medications (name, dosage, and reason)
   8) status of immunizations
   9) how health problem affects child’s life
   10) child’s attitude about health problems
   11) all special health care providers and frequency of appointments
   12) parental demands in relation to providing for child’s special health care needs
   13) any special appliances to meet special needs
   14) statement whether female’s menstrual periods have begun, feelings about, hygiene practices, any complications
   15) statement whether male is circumcised

E. Personality: general personality; for example, quiet, outgoing, withdrawn, depressed, angry, sad, happy, alert, shy, talkative, questioning, active, etc.
   1) interests, likes, dislikes, talents, special skills
   2) causes of depression and how expressed
   3) causes of anger and how expressed
   4) what makes child happy
   5) how child gives and receives love/affection
   6) child’s self-esteem
   7) how child relates to adults, peers, younger and older children
   8) how child relates to siblings
   9) type of people the child likes/dislikes
   10) description of what is enjoyable about parenting the child
   11) description of what is difficult about parenting the child
   12) child’s hopes, wishes, and desires
   13) fears and worries
   14) how child relates to parental/authority figures
   15) behavioral problems (state whether child has displayed: lying, stealing, fire setting, running away, aggression, destruction, withdrawal, bed wetting, enopresis, self harm, suicide attempts, depression, abusiveness to animals, cursing, defiance, sexual acting out (be specific), alcohol/substance abuse, etc. and, if so, explain)
   16) how easy or difficult is the child to discipline -- what works, what doesn’t
   17) how child responds to discipline; what rules is the child accustomed to following
   18) what rules are easy for the child to comply with, and which ones are difficult for the child
   19) eating habits (ability to feed self, table manners, food likes/dislikes)
   20) sleeping habits (bedtime routine, nightmares, night light, sleeping difficulties, etc.)
   21) grooming/hygiene habits
   22) how child cares for belongings
   23) how child relates with pets/animals
   24) smoking practices (if tobacco products are used)
   25) play habits
   26) child’s behavior in social situations such as church, restaurants, department stores, etc.
   27) knowledge child has about sex
   28) experience with sex
F. Daily Schedule:
   1) Birth to one year old -- Give detailed information regarding schedule. For example, when discussing sleeping, indicate not only the times the child sleeps but the length of naps; whether child is rocked, patted, etc., to sleep; whether child sleeps with a special blanket, pacifier, or toy; type of bed child sleeps in and the position child prefers to sleep in (i.e., stomach, back, etc.). Indicate the types of food the child likes/dislikes and the amount child eats and intervals between meals. Include the name of the formula.
   2) Over one year old -- Briefly describe the child’s general schedule on a typical day. Indicate whether the child follows a daily routine or has a flexible schedule.

G. Clothing:
   1) sizes of clothing and shoes
   2) type/preference of clothes
   3) amount of clothing
   4) quality of clothing (good condition, worn, etc.)
   5) any special requirements in relation to clothing

H. Out-of-Home Placement Experiences:
   1) date child entered Out-of-Home Placement and for what reasons
   2) describe any child maltreatment and who was offender
   3) statement as to how many foster homes and/or institutions child has lived in and length of time in each placement
   4) description of reasons for moving from each foster home and/or institution
   5) brief profile of current foster family or institutional setting -- for example, foster family composition and life style

I. School Experiences:
   1) description of the type of school the child is attending -- for example, public school, special school (school for the deaf, blind, etc.) and whether resource classes/special education classes are utilized and its schedule (whole day, half day, or certain classes)
   2) grade level
   3) history of school attendance (past and present)
   4) experience with schools; for example, accomplishments, problems, etc.
   5) attitude towards school
   6) best subject areas as well as weak areas
   7) relationship with school mates and teachers
   8) how teachers view child
   9) involvement with school activities, clubs, sports, band, etc.
   10) potential in relation to school
   11) attitude towards homework

J. Income: Indicate if the child has a source of income. If so, give the source of income and amount (Social Security, SSI, VA, etc.) which the child receives while in Out-of-Home Placement. Do not include foster care board payment.

K. Siblings: Provide a brief description which includes first name, birth date, living arrangement and sibling status (full sibling, half sibling, step sibling, etc.). If siblings are not placed together, explain frequency of contacts.

Birth/Legal Parent(s):
Discuss each parent separately. Obtain as much information about the parents as possible. Be objective with descriptions of the parents and give factual information about them. Do not make derogatory remarks.

A. Physical and Personality Description: Include race, ethnic background, age, height, weight, eye and hair color, complexion, bone structure, outstanding features, general appearance, and dominant physical traits within the larger family group. Describe personalities and any special talents, interests or hobbies.

B. Health: Discuss any medical and mental illnesses, genetic history, allergies, alcohol/substance abuse and/or physical disabilities. Discuss any medical and mental illnesses within the extended birth family including those of a hereditary nature. Discuss any history of neglect, physical abuse and/or sexual abuse within the extended family. Discuss any alcohol/substance abuse within the extended family. If the birth/legal parent is deceased, state the cause and date.
C. Education: State highest educational level achieved. Discuss overall academic performance, best and weak subjects, and extracurricular activities. Discuss any mental retardation and/or learning disabilities in relation to the birth parent(s) and the extended birth family.
D. Religion: Provide information about religious affiliation.
E. Employment: Describe employment history.
F. Other Significant Information:
   1) birth family’s lifestyle
   2) history of criminal behavior
   3) reasons child can’t return to birth/legal family
   4) date child last had contact with birth/legal family, type of contact, and reaction

Preparation of the Child for Adoption
A. Dealing with Birth/Legal Family Issue
   1) Reasons child gives for entering Out-of-Home Placement
   2) Reasons child has been given for entering Out-of-Home Placement
   3) Reason child gives why the child cannot return home
   4) Reason child was given why the child cannot return home
B. Child’s feelings about not returning home
C. Dealing with Out-of-Home Placement Issues
   1) Reasons child gives for placement changes while in Out-of-Home Placement
   2) Child’s feelings about Out-of-Home Placement experiences and placements
D. Dealing with Adoption Issues
   1) Child’s understanding about the difference in birth/legal family, foster family, and adoptive family
   2) Child’s feelings about accepting an adoptive family’s last name
   3) Child’s understanding of the adoption process (selection of a family, pre-placement visits, post-placement visits, etc.)
   4) Child’s feelings, fears and worries about adoption
   5) Child expectations about adoption/an adoptive family
   6) Child’s preferences in relation to an adoptive family

Recommendations
A. The Adoption Specialist may describe the type of family the child needs and state if the child should not be placed in a certain location due to proximity to birth/legal parents/relatives.
B. The Adoption Specialist may request the child be placed in a home of the same racial or ethnic heritage if indicated by an individualized determination that this placement is needed to advance the best interests of the child.
C. If there are siblings, the Adoption Specialist will explain whether they should be placed together. If separation is recommended, reasons will be stated.
D. The Adoption Specialist may state preferences in relation to pre-placement visits between the child and an adoptive family.

B. ATTACHMENTS TO THE ADOPTION SUMMARY
A. Photographs:
   1) 25 color photographs of a child with special needs (non-foster parent adoption).
   2) Five color photographs of a child without special needs (non-foster parent adoption).
   3) Photographs of a child are not needed for a foster parent adoption.
B. birth certificate
C. hospital birth records (delivery, care, discharge)
D. CFS-457: Hospital Data for newborn infants being relinquished for adoption
E. CFS-456: Birth Family Background Information -- complete Medical Passport, complete medical/developmental evaluation reports (CFS-366, EPSDT, etc.), hospitalization reports, etc. since placement in Out-of-Home Placement
F. complete medical/developmental evaluation reports prior to placement in Out-of-Home Placement if accessible
G. up-to-date immunization record
H. sickle cell evaluation report for child with African American heritage
I. dental evaluation reports since placement in Out-of-Home Placement
J. vision evaluation reports since placement in Out-of-Home Placement
K. psychological evaluation reports since placement in Out-of-Home Placement and any such reports prior to placement in Out-of-Home Placement if accessible
L. mental health counseling (progress) reports since placement in Out-of-Home Placement and any such reports prior to placement in Out-of-Home Placement if accessible
M. therapeutic Out-of-Home Placement monthly progress reports if applicable
N. speech evaluation reports since placement in Out-of-Home Placement if applicable
O. hearing evaluation reports since placement in Out-of-Home Placement
P. complete academic transcript from kindergarten to the present
Q. current Individual Education Plan (IEP) if applicable
R. any school academic testing results (achievement tests)
S. current CFS-6010: Out-of-Home Placement Case Plan
T. termination of parental rights/court order and most recent judicial review court order
U. psychological evaluations of birth parents if one has been previously completed (not for disclosure to the Adoptive family)
V. written consent of child (adoption of child for whom placement is not readily available) 10 years of age or older to utilize photograph, video, etc. in activities to recruit an adoptive family
## ATTACHMENT E

**Division of Children and Family Services**

**Service Areas**

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