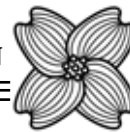




RULES OF
Department of Social Services
Division 35—Children’s Division
Chapter 35—Alternative Care

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**TITLE 13 – DEPARTMENT OF SOCIAL SERVICES
Division 35 – Children's Division
Chapter 35 – Alternative Care**

13 CSR 35-35.050 Case Plan

PURPOSE: This rule requires the establishment of a case plan for every child in the custody of Children's Division or receiving social services from the Children's Division. It also provides a definition of a case plan as well as describing the required content and time periods for development and review of the case plan.

(1) Every child in the care and custody of, or receiving social services from, the division shall have a case plan developed for the purpose of preventing removal of the child from the care of the parents, reunifying a child separated from parent(s), or securing a permanent placement for a child if it is determined the child cannot be reunified with his/her parents.

(2) Every case plan must be developed within thirty (30) days from the date if it has been determined a child should receive protective services or from the date that a judicial determination has been made that the child should be placed in the care and custody of the division. Thereafter, each case plan shall be reviewed and modified, as necessary, every six (6) months. The purpose of the review is to determine the extent of compliance with the case plan and determine what changes, if any, should be made.

(3) The term case plan means a written document which describes social and child welfare services and activities to be provided by the division and other local community agencies for the purpose of achieving a permanent familial relationship for the child.

(4) This case plan shall include, at a minimum, the following information:

(A) Identifying information about the child and his/her immediate and extended family;

(B) A description of the factors and conditions, including the psychological needs of the child, which caused the division to determine that protective or alternative care services were needed or a copy of the judicial determinations made regarding the child's placement in the custody of the division;

(C) A description of what efforts were made to prevent removal from the custody of the parent(s), to reunify the family, or to achieve a permanent placement for the child;

(D) A statement of the intended plan for permanency for the child which shall consist of one (1) of the following:

1. Maintain the child with the biological parents;

2. Reunify the child with his/her biological family if a judicial determination has been made for the child to be removed from the custody of the parent(s) and placed in alternate care;

3. Place the child for the purpose of guardianship or adoption; or

4. Maintain the child in a long-term separation from his/her biological parents with an agreed upon plan with the care provider. This provision applies only if a child is over sixteen (16) years of age;

(E) A description of how the plan is designed to maintain or reunify the child with his/her biological parent(s) or achieve a permanent substitute placement for the child including:

1. A description of the social services to be provided and a description of the services needed to carry out any requirements of a judicial determination proceeding or order with a

designation of the responsible parties for the provision of any services:

2. A description of the responsibilities of the parent(s); and

3. A description of parental behaviors which determine that services are no longer necessary or that alternative care is no longer needed;

(F) A description of the appropriateness and necessity for placement away from the biological parents if the court has ordered placement, including at a minimum, the following:

1. The least restrictive characteristics of the alternate care placement facility correlated to the condition and best interests of the child;

2. The degree of proximity of the alternate care placement facility to the location of the biological parent(s)' residence(s);

3. A description of how the needs of the child will be met while in placement; and

4. A parental visitation schedule including frequency, location, arrangements, and a method of documentation for actual visits; and

(G) An evaluation of case plan achievement by all parties, including a time period for case plan achievement.

AUTHORITY: sections 207.020 and 660.017, RSMo 2016. This rule originally filed as 13 CSR 40-30.010. Original rule filed June 28, 1983, effective Nov. 11, 1983. Moved to 13 CSR 35-35.050 and amended: Filed Aug. 8, 2018, effective March 30, 2019.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014 and 660.017, RSMo 1993, amended 1995.*

13 CSR 35-35.070 Alternative Care Review Board

PURPOSE: This rule defines the Alternative Care Review Board, discusses the purpose of the board, and explains the process for requesting an alternative care review hearing.

(1) Definitions.

(A) "Alternative care review board" or "ACRB" –The board before whom the alternative care resource provider may appeal any decision made by the Children's Division or its contractors regarding a case management decision involving a child who is, or has been, placed in foster care with the claimant.

(B) "Case management decision" –The activity of a case manager employed by the division or one of its contractors in assessing family problem(s), case planning, coordinating and linking services for children and families, monitoring service provisions and progress, and providing aftercare service. A case management decision shall not include a decision made by the family support team, adoption staffing team, a court of appropriate jurisdiction, or any matter that is the subject of litigation before a court of competent jurisdiction.

(C) "Resource provider" – A resource family providing care for children in state custody.

(2) This section establishes the process for providing a fair and impartial grievance process for review of case management decisions as required by section 210.566, RSMo.

(3) Alternative Care Review Board Composition. Each of the division's administrative regions shall establish an alternative care review board composed of seven (7) members and two (2) alternates. Members and alternates for an ACRB shall be selected as follows:

(A) Two (2) resource providers, of which one (1) shall be a



licensed resource provider;

(B) Two (2) division employees;

(C) Three (3) members and two (2) alternates from the following fields or professions:

1. Community representative who has knowledge of the provision of alternative care services;

2. Professional school employee;

3. Juvenile officer or professional employee of the Juvenile Office;

4. Licensed child or family psychologist or other qualified mental health professional;

5. Physician, nurse, or other qualified medical professional;

or

6. Child welfare professional that provides services to families and/or children; and

(D) A division regional director shall appoint the members of the ACRB in that director's region. The regional director shall nominate the chairperson of the board and forward the nomination to the division's director or director's designee for approval.

(4) ACRB Terms of Office.

(A) Members and alternates shall be appointed for two- (2-) year terms.

(B) The members of the ACRB shall have at least one (1) annual meeting regardless if any requests are filed. The members of the ACRB shall also meet at least one (1) time per month depending on the number of requests being filed. Other than the annual meeting, meetings are not required if there are no pending reviews.

(C) The members of the ACRB will receive payment for reasonable expenses associated with ACRB business, but will not receive compensation for the performance of their duties. If a member cannot attend, an alternate shall be notified and asked to attend.

(D) A quorum at any ACRB meeting will be three (3) members, of whom one (1) will be a resource provider and one (1) will be a division employee.

(E) A division regional director may remove and/or replace a member of an ACRB for the following reasons:

1. Death;

2. Resignation;

3. Mental or physical incapacitation that limits the member from actively serving; or

4. For good cause as determined by the division director.

(F) The information and deliberations of the ACRB shall be confidential and protected from disclosure to the extent permitted by law.

(5) Process for Requesting an ACRB Review.

(A) The resource provider shall email a written request for review of a case management decision to cd.acrb@dss.mo.gov, or mail such request to Program Development Specialist, Resource Licensing, Missouri Children's Division Central Office, PO Box 88, 205 Jefferson St., 10th Floor, Jefferson City, MO 65101, within ten (10) business days of being notified of the case management decision. The request for review shall specify the decision that is being contested and the basis of the grievance.

(B) Except as provided in this regulation, upon receipt of the grievance, division or contracted staff shall take no action to implement the decision being reviewed until the matter is resolved through the grievance process. The implementation of the following decisions, however, shall not be stayed pending resolution of the grievance:

1. Decisions that, in the division's or contracted staff's

judgment, require immediate action to protect the health, safety, or well-being of the child in care; or

2. Decisions whose implementation has been ordered by a court of competent authority.

(C) Within ten (10) business days of receipt of the grievance, the division or contracted staff shall schedule an informal meeting/ review with the resource provider to attempt to resolve the matter. In cases concerning a case management decision made by the division, the attendees of the informal meeting shall include the resource provider, the resource provider's attorney (if available), a regional division representative, and one (1) or more circuit division representatives. In cases concerning a case management decision made by a contracted agency, the attendees of the informal meeting shall include the resource provider, the resource provider's attorney (if available), an agency manager, and a manager representing the contract holder. Within five (5) business days of the informal review, the division or contracted management staff shall notify the resource provider in writing of its decision to uphold or reverse the case management decision and, if the decision is upheld, shall advise the resource provider of the resource provider's right to proceed with a request for an ACRB hearing.

(D) If the resource provider chooses to proceed with the ACRB hearing, the resource provider shall email a completed hearing request form or other written request for an ACRB hearing, including all pertinent information and records, to cd.acrb@dss.mo.gov, or mail such written request, information, and records to Program Development Specialist, Resource Licensing, Missouri Children's Division Central Office, PO Box 88, 205 Jefferson St., 10th Floor, Jefferson City, MO 65101, within five (5) business days of the division's or contracted management staff's written decision. The division may extend the time frame for submitting information for good cause shown. The division will notify the resource provider of the date scheduled for the ACRB hearing within five (5) business days of receiving the resource provider's written request.

(E) The division or contracted staff shall submit all pertinent information and records to the resource provider's regional ACRB within five (5) business days of receiving the request for the review. The division may extend the time frame for submitting information for good cause shown.

(F) The review should be scheduled to occur at the next scheduled ACRB meeting. The review may be continued if there is insufficient time for board members to prepare for the review.

(G) The review proceedings described in this subsection are informal and administrative in nature and are not subject to the Missouri Rules of Civil Procedure. The review proceedings are also not subject to common law or statutory evidentiary standards, apart from those regarding relevancy. The review proceedings shall not be governed by the procedures set forth in Chapter 536, RSMo, but shall instead be governed by the following procedures:

1. The division or contracted staff shall first present its case management decision and the rationale thereof. Division or contracted staff may participate in the review proceeding in person, telephonically, or virtually with or without legal counsel;

2. The resource provider and/or the provider's counsel shall next present a summary of the resource provider's grievance. The resource provider and/or the provider's counsel's presence is not mandatory for a review to be held. The provider or provider's counsel may submit a written statement and/or participate in the review telephonically or virtually if equipment is available;



3. The resource provider and the division or contracted staff may provide information at the review through the use of witnesses. Witness testimony will not be taken under oath; however, the parties may submit information by written statement. No party to the review proceeding, including the ACRB, shall have the power to compel the appearance of any witness through the use of a subpoena or other means;

4. The review hearing may, at the election of either party, be recorded through the use of a recording device or a court reporter. However, the review hearing shall not be a hearing on the record. All expenses associated with the recording of the hearing shall be the sole responsibility of the party desiring them; and

5. The information provided to the ACRB, and the ACRB's deliberations, shall be confidential and protected from disclosure to the extent permitted by law. The ACRB shall review and discuss all relevant materials and information and vote individually on whether to uphold, modify, or reverse the division or contracted staff's finding and/or decision. The ACRB shall prepare a written summary of its findings and recommended decision and present it to the division's deputy director for permanency within seven (7) business days of the ACRB hearing. The deputy director shall discuss the recommendation with the division's director. The division's director shall provide the final written decision to all parties within thirty (30) calendar days of receipt of the ACRB's recommendation. The division director's decision shall be the final decision of the division.

(6) If at any time the grievance pending before the ACRB becomes the subject of a motion or other proceeding before a court of competent authority, the ACRB proceedings shall be stayed pending the resolution of the issue before the court. In the event that the matter is decided by the court, the ACRB proceedings shall be dismissed by the ACRB.

AUTHORITY: section 207.020, RSMo 2016, and section 210.566, RSMo Supp. 2023. The material covered in this rule was previously covered in 13 CSR 35-36.010. Original rule filed Oct. 24, 2023, effective May 30, 2024.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014, and 210.566, RSMo 2002, amended 2007, 2020.*

13 CSR 35-35.100 Response and Evaluation Process for Case Management of Children in Foster Care

PURPOSE: This rule implements House Bill 1414 (2020), which amended section 210.112, RSMo. The purpose of this rule is to regulate the response and evaluation process for case management services that are identified in the amended statute.

(1) Purpose and Scope.

(A) The purpose of this regulation is to implement the amendments to section 210.112, RSMo, that were enacted into law in HB 1414 of the 2020 regular session of the Missouri General Assembly. This regulation applies to case management services, whether provided by employees of the Children's Division (hereinafter the "division") or by Foster Care Case Management Contractors (FCCMs).

(B) In implementing this regulation, the safety and welfare of children shall be the paramount consideration.

(2) Definitions. For the purposes of this section the following definitions shall apply:

(A) "Accrediting body" shall refer to the Council on Accreditation of Services for Children and Families, Inc., the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities;

(B) "CFSR" shall mean the Child and Family Services Review process, standards, goals, and measures established by the Administration of Children and Families of the United States Department of Health and Human Services;

(C) "CFSR-OSRI" shall refer to the CFSR On-Site Review Instrument utilized by the Administration of Children and Families of the United States Department of Health and Human Services;

(D) "Case management services" shall include assessments, case planning, placement services, service planning, and concurrent planning for children. These services include, but are not limited to:

1. Coordinating and facilitating the provision of services necessary to ensure the safety and well-being of the child, to meet the needs of the child's parent(s) or caretaker, and to promote timely permanency;

2. Facilitation of family support team meetings;

3. Facilitation and/or supervision of visits between children and their family members;

4. Preparation of court reports;

5. Attending and participating in court hearings; and

6. Coordination of services and provisions in compliance with federal and state law, and directed by Children's Division policy and regulation;

(E) "Child" or "Children" shall mean any individual who has been placed under the supervision of the division or in the legal or physical custody of the division by judgment or order of a juvenile or family court;

(F) "Direct Service Providers" means any person or entity who is providing case management services to children and families of children who are under the jurisdiction of the juvenile court and who are either placed under the supervision of the division or placed in the legal or physical custody of the division. This applies to alternative care Children's Division Case Managers and their supervisors, and to FCCMs;

(G) "Foster Care Case Management Contractors," "FCCM," or "FCCMs" shall mean any individual or entity which has a contract with the children's division to provide case management services for children. It also shall mean any contractor or subcontractor of an FCCM which provides case management services. It does not mean individual employees of the FCCM;

(H) "Large Contractor" shall mean any FCCM which is contracted to provide case management services for one hundred (100) or more children. It shall also refer to the lead FCCM contractor and their sub-contracted partner agencies;

(I) A "near fatality" means any physical injury or illness of a child caused by suspected or substantiated child abuse or neglect that, as certified by a physician, places the child in serious or critical condition;

(J) "Provider" shall mean the Children's Division and FCCM, but shall not mean individual employees of the division or FCCMs;

(K) "Response and Evaluation Team" or "the R&E Team" shall refer to the Response and Evaluation Team established pursuant to 210.112.3, RSMo;

(L) "Sentinel events" shall mean any critical incident as described in 13 CSR 35-71.070, any unusual event as described in 13 CSR 35-73.050 and –

1. A child fatality or near fatality;



2. An incident that causes serious emotional harm or serious bodily injury to a child. For purposes of this regulation a serious emotional or physical injury occurs when it is medically reasonable or necessary for a child to obtain professional medical intervention as a result of something that happens to the child while placed with the individual or organization;

3. A child elopes from his or her placement;

4. A fire in a location routinely occupied by children, which requires the fire department to be called;

5. A report of child physical abuse, emotional abuse, sexual abuse, or neglect pertaining to a child; and

6. Whenever a child attempts to harm him/herself or others, including suicide attempts;

(M) The term “serious bodily injury” means bodily injury which involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty; and

(N) Children with “Special Needs” shall include children who have physical, behavioral, or mental health conditions that require specialized care.

(3) Evaluation Tool and Metrics.

(A) The division shall establish and implement a uniform evaluation tool, metrics, and performance outcome goals for providers to evaluate the quality of case management services. Performance outcome goals, but not metrics, may be adjusted regionally to account for regional differences in the availability of services, provided that the same performance outcome goals apply to all providers in the same region; provided that the performance outcome goals that apply to the division shall be adjusted to take into consideration the factors set forth in subsection (3)(F). The division shall establish the tool in conjunction with the R&E Team and other appropriate individuals. The division may establish and implement the evaluation tool in phases as described elsewhere in this regulation. The evaluation tool may draw from the following sources of data and information:

1. Data contained in the information system of the division, including Family and Children Electronic System (FACES);

2. Data from surveys;

3. Detailed case reviews of individual cases of children as described below;

4. Data and information from federal CSFR reviews;

5. External audits and program reviews;

6. Reports from an accrediting body; and

7. Other sources of information as may be necessary.

(B) The division will publish the proposed tool for Phase I on its website by April 1, 2022, and solicit comments from providers, stakeholders, and the public. Providers may recommend alternative metrics based on the best interests of the child. In making such recommendations the providers shall explain, in writing, how the alternative metrics are in the best interests of the child and promote the safety and welfare of children. The division and the R&E Team will review the comments, and the R&E Team will submit recommendations based upon the comments within thirty (30) days of receipt of the comments. The division will consider the public comments and recommendations of the R&E Team and publish final evaluation tools and metrics for Phase I on or before July 31, 2022. The final, Phase I evaluation tools, metrics, and performance outcome goals shall be implemented by and applicable to all effective October 1, 2022.

(C) The evaluation tool shall include selected metrics and performance outcome goals from the CFSR and the CFSR-OSRI.

(D) By October 1, 2022, the division, in conjunction with the R&E Team and following the procedures set forth in subsection (3)(B), shall implement and all providers are required to utilize and implement a uniform, standardized stakeholder feedback tool. This tool will collect data from stakeholders pertaining to the quantity, quality, and effectiveness of case management services that the division and FCCMs provide.

1. The tools may be surveys and will also provide space for stakeholders to provide narrative feedback and comments.

2. Separate stakeholder feedback tools shall be designed for and provided to each of the following categories of stakeholders: children twelve (12) years of age or older, parents or legal guardians of children, foster parents or resource providers, juvenile officers, and judges of juvenile and family courts.

3. Stakeholder feedback tools shall be submitted on the following schedule:

A. Children twelve (12) years of age or older: annually and at the conclusion of the time the child is in care;

B. Foster parents and resource parents annually;

C. Parents or legal guardians of children in care, annually;

D. Juvenile officers, annually; and

E. Judges of the juvenile and/or family courts who preside over proceedings under Chapter 211, RSMo—annually.

(E) The evaluation tool for providers shall include metrics and performance outcome goals for the following domains listed below. The division may implement these in phases, but it shall implement at least one metric and performance outcome goals for each domain in Phase I no later than October 1, 2022; implement additional metrics and performance goals in Phase II no later than October 1, 2023; and implement all remaining metrics and performance goals in Phase III no later than October 1, 2024. The division may implement additional performance outcome goals and metrics or make amendments to any domain, performance outcome, goal, or metric in conjunction with the Response and Evaluation Team following the process set forth in subsection (9)(B) of this regulation as may be necessary and appropriate. Some metrics and performance outcome measures may apply to more than one (1) domain. To the maximum extent possible, the metrics and performance outcome measures shall be based upon, and preferably mirror, the federal CSFR and Program Improvement Plan (PIP) metrics, measures, and goals. The achievement of the deadlines specified in this regulation are contingent on the availability of information processing capability and the availability of funds that are necessary for implementation. The division, with the permission of the Department of Social Services, may extend the deadlines for implementation of a goal or metric if it is not technically feasible or if there are insufficient funds to implement by the deadline. The domains are –

1. Safety Domain. The purpose of the Safety Domain metrics and performance outcome goals is to ensure, to the maximum extent possible, that children are kept safe from the risk of abuse and/or neglect for the duration of their experience within the child welfare system. Metrics and performance outcome goals will be developed and implemented to address the following:

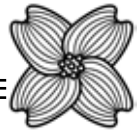
A. Worker/child visits;

B. Reports of abuse and/or neglect of a child;

C. Sentinel events; and

D. Any other metrics and outcome goals that may be required by law or that the division may decide are appropriate;

2. Well-Being Domain. The purpose of the Well-Being Domain metrics and performance outcome goals is to ensure,



to the maximum extent possible, that children receive the necessary care and services for them to grow, develop, and thrive for the duration of their experience within the child welfare system. Metrics and performance outcome goals will be developed and implemented to address the following:

A. Parent/child visits to the extent that they are not contrary to the orders of the court;

B. Healthy Child and Youth program compliance (i.e. compliance with federal Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) requirements and standards). This will include timely completion of Healthy Children and Youth (HCY)/EPSDT screenings and also timely compliance with diagnosed and prescribed treatment;

C. Residential–Placement of a child in a residential or institutional setting shall be in compliance with the requirements of federal and state law;

D. Education—such as achievement of identified, developmentally, and age appropriate educational milestones;

E. All case managers and supervisors successfully complete training in providing trauma informed and trauma based services; and

F. Any other metrics and outcome goals that may be required by law or that the division may decide are appropriate;

3. Permanency Domain. The purpose of the Permanency Domain metrics and performance outcome goals is to ensure, to the maximum extent possible, that children achieve permanency and are discharged to a safe and appropriate placement from the care and supervision of the child welfare system in a timely manner. Metrics and performance outcome goals will be developed and implemented to address the following:

A. Worker/parent visits;

B. Re-entries into foster care;

C. Timely achievement of the child's court approved permanency plan;

D. Stability of placements;

E. Provision of services to meet the needs of older youth;

F. Timely development and effective implementation of a primary and concurrent permanency plan for each child;

G. Development and implementation of a social service plan to address the reasons why the child is in care; and

H. Any other metrics and outcome goals that may be required by law or that the division may decide are appropriate; and

4. Service Domain. The purpose of the Service Domain metrics and performance outcome goals is to ensure that providers are effectively and efficiently managing the services that they are providing. Metrics and performance outcome goals will be developed and implemented to address the following:

A. Caseloads—including caseloads per case manager and the number of changes in case manager that a child may experience while a child is in care;

B. Effective ratio of supervisors to supervision of case managers;

C. Timely reporting of sentinel events;

D. Cases returned to the division due to catastrophic costs or court order for case management by Foster Care Case Management agencies; and

E. Any other metrics and outcome goals that may be required by law or that the division may decide are appropriate.

(F) All metrics and performance outcome goals for the division shall be designed to take into consideration the following factors:

1. The fact that caseloads of FCCM case managers are capped; and

2. The fact that FCCMs may return cases to the division due

to catastrophic costs or court order for case management.

(G) The division, in conjunction with the R&E Team, shall develop objective standards and criteria to identify cases which a provider may feel are anomalous and should not be considered in developing the case management tool. The standards and criteria shall be implemented following the process and deadlines established in subsection (3)(B) of this regulation.

(H) To calculate the performance and outcome scores, the division will calculate for each provider the percentage of the performance outcome goal for each item in each domain being scored under 13 CSR 35-35.100 that each provider actually achieved for that item during the phase for the period. The percentage achieved for each item under each domain shall then be multiplied by the weight factor (if any) assigned to each item. The net sum of the weighted percentages will be the total score for each provider for the period. The performance outcome goals for the period and the weights to be assigned to each item will be established by the division, in conjunction with the Research and Evaluation team and other individuals, following the procedures specified in this regulation.

(4) Collection of Data.

(A) Effective October 1, 2022, the division and FCCMs shall implement policies and procedures to require their staffs to timely record all of the necessary data in the information system. Information shall be timely posted if it is posted no later than the fifteenth day of each calendar month for the preceding calendar month or sooner as may be required by policy of the division.

(B) The division and each FCCM shall develop and implement a system to track the timely and accurate recording of data in the information system by October 1, 2022; this may include implementing a system to send reminders to staff or prohibit completion of data entries when mandatory data fields are not timely completed.

(C) The division will publish a list on its website describing the specific items of data that providers will be responsible for recording and reporting. The division will publish its first list of data items on or before April 1, 2022, to be effective July 1, 2022. The division shall send a notice by e-mail to all providers notifying them when a change has been made in the data points at least one (1) quarter prior to the effective date of the list to ensure that providers have notice and an opportunity to prepare.

(D) Detailed Case Reviews.

1. The division and the R&E Team will utilize the information and findings from individual case reviews from the federally required, statewide CFSR process.

2. In addition to the CFSR process, the division, in conjunction with the R&E Team, may develop and implement a detailed case review process, if necessary to supplement the CFSR process and/or to ensure the quality of data that is being reported and utilized for calculating metrics and performance outcome goals and measures. The division and the R&E Team may also utilize detailed case reviews as part of the process of identifying and providing technical assistance to providers who are having difficulty meeting performance outcome goals and measures, and for other purposes as provided in the contract.

3. When a case has been selected for a detailed individual case review, the provider providing case management services will be given the opportunity to propose different evaluation metrics if the case may have circumstances far beyond those which would be expected.

A. The division, in conjunction with the R&E Team and other stakeholders, shall develop and implement objective



standards and criteria for identifying cases which will be evaluated on different evaluation metrics. The division shall utilize the process described in subsection (3)(B) for developing, publishing, and implementing the standards and criteria.

B. The provider shall make the request to apply different evaluation metrics in writing within ten (10) days of the date that the division identified the case for a detailed review. The request shall include:

(I) A detailed explanation for why the generally applicable criteria and metrics for conducting case reviews cannot be reasonably and appropriately applied to the case and why the case may have circumstances far beyond those that would be expected; and

(II) Explain in detail what performance measures and metrics the provider proposes that the division and the R&E Team apply to the review of the case.

C. The provider shall have the burden of proving that the case falls far beyond what is expected and what alternative metrics should be applied by clear and convincing evidence.

D. The division and/or the R&E Team shall conduct a full case review of each and every case that a provider identifies as a case that should be evaluated using different evaluation metrics.

(E) The division will collect data and all providers will provide data on a monthly basis provided that Detailed Case Reviews will be conducted when necessary to supplement other data sources as determined by the division in conjunction with the R&E Team.

(F) Providers shall make available all data, files, records, and information pertaining to each and every case to the division and the R&E Team to perform their duties under section 210.112, RSMo, and this regulation. This includes information maintained in physical and electronic formats. Providers shall direct their staffs to provide true, complete, accurate, and timely information to the division and the R&E Team members when performing their duties under this regulation. Providers shall make their employees and subcontractors available for interviews when conducting detailed case reviews.

(G) Providers shall ensure that staff are trained and have the opportunity to enter data into the information system in a timely manner to ensure that the data retrieved from the information system is timely and accurate. Data for the preceding calendar month shall be entered into the information system no later than the fifteenth day of the following calendar month or sooner as may be required by policy of the division.

(H) The data and metrics shall be analyzed and reported in the aggregate across the whole system, and then by judicial circuit, county (or city within a county), and provider.

(5) The division and the R&E Team will develop, propose, and implement a system for reviewing and working with providers who request assistance or who show signs of performance weakness. Performance weakness shall be defined and measured with reference to the metrics and performance outcome goals as discussed in this regulation, in addition to other provisions in the contract.

(A) The division, in conjunction with the R&E Team, will identify objective performance measures and standards based on the metrics and performance goal outcome scores as calculated in subsection (3)(H) to identify providers who are showing areas in weakness of performance. This may be done in phases so as to be consistent with the phased implementation of the evaluation tool and metrics and performance outcome goals. The division will give the public and stakeholders thirty (30) days to submit comments and suggestions. The division will

consider the comments and then publish the operational performance measures and standards on the division’s website consistent with the phased implementation deadlines.

(6) Data Reporting.

(A) The division, in conjunction with the R&E Team, shall develop and implement a standardized format for analyzing and reporting the data and lessons learned from the data. This will ensure that data is analyzed and reported in a consistent and comparable manner from quarter to quarter. The division will follow the procedures specified in this regulation for developing and implementing the reporting tools.

(B) All measures, metrics, and performance measures shall be designed to take into consideration the following factors:

1. The fact that case loads of FCCM case managers are capped; and

2. The fact that FCCMs may return cases to the division due to catastrophic costs or court order for case management.

(C) The division will publish the report quarterly on its website. The report for the preceding quarter shall be published on or before the last day of the end of the last month of the subsequent calendar quarter. The initial report shall be published no later than March 31, 2023, for the October 1, 2022, through December 31, 2022, quarter.

(D) In developing the standardized format for reporting, the R&E Team shall be responsible for determining how to aggregate cases for the division and large contractors; so that performance and outcomes may be compared effectively while also protecting confidentiality.

(7) Conflicts of Interest.

(A) Private Providers shall not participate in conducting detailed case reviews under this regulation when they or one (1) of their officers, employees, or subcontractors have a conflict of interest. It shall be considered a conflict of interest –

1. For an officer or employee of a FCCM or private provider to conduct a case review of a case managed by the FCCM or private provider which employs them; and/or

2. For an officer or employee of a FCCM or private provider to conduct a case review of a case managed by a subcontractor of the FCCM or private provider which employs them; and

3. Where the provider or the employee of the provider has any interest in the underlying case.

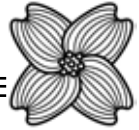
(B) Division staff shall not conduct detailed case reviews of cases under this regulation arising from the circuit where the division staff member conducting the review is assigned. The division may assign special staff not affiliated with any one (1) particular circuit or region to conduct case reviews.

(C) No person shall conduct a detailed case review of a case in which he or she participated as a case manager or supervisor.

(8) All members of the R&E Team shall maintain the confidentiality of all information, documents, and data that they receive in the performance of their duties as members of the R&E Team to the same extent that the information, documents, and data is confidential in the hands of the division, its employees, and contractors. R&E Team members shall submit requests for access to information and data to the division for review.

(9) Review and Evaluation of the Evaluation Tools, Metrics, and Reporting Format.

(A) The R&E Team shall review the evaluation tool and report format established under this section at least twice each year



and submit a report to the division making any recommendations for changes in the tool. The reports shall be due each year on or before July 1 and January 1 with the first report being due July 1, 2023.

(B) The division may amend the evaluation tool, metrics, and report formats as may be necessary to ensure that information is collected and reported in an accurate, efficient, and useful way. The division will utilize the following process to amend the evaluation tool and report format:

1. The proposed amendments will be submitted to the R&E Team for review and comment. The R&E Team will have thirty (30) days to provide comments;

2. The division will then publish an announcement of the proposed amendments to all providers and to the public by an announcement on the division's website. The announcement will give providers and the public thirty (30) days to submit written comments;

3. The division may, but is not required to, hold one (1) or more public hearings to solicit comments. These public hearings may be held in person, virtually, or by telephone conference; and

4. The division will consider the comments from the R&E Team and other sources and publish the final amendments on the division's website. The amendments shall be effective on the first day of the calendar quarter following the publication of the amendment; provided however, that the effective date of the amendment shall not be less than thirty (30) days from the date of publication.

(C) Twenty-four (24) months after the first publication of the tools and metrics established under this regulation the R&E Team and the division shall conduct a comprehensive review of the tools and metrics established pursuant to the process established in section 210.112, RSMo, and this regulation. The division shall publish a report on its evaluation within six (6) months of commencing the review.

AUTHORITY: sections 207.020 and 660.017, RSMo 2016, and section 210.112.8, RSMo Supp. 2021. Emergency rule filed June 11, 2021, effective July 1, 2021, expired Feb. 24, 2022. Original rule filed June 11, 2021, effective Jan. 30, 2022.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014; 210.112, RSMo 2004, amended 2005, 2011, 2018, 2020; and 660.017, RSMo 1993, amended 1995.*

13 CSR 35-35.120 Foster Care Case Management Contracts

PURPOSE: This rule establishes the governing provisions for foster care case management contracts to provide a comprehensive system of service delivery for children and their families as set forth in section 210.112, RSMo.

(1) This rule shall apply to the foster care case management contracts for the provision of case management services for youth placed in the custody or under the supervision of the Children's Division (CD) as provided in section 210.112, RSMo, as well as govern the work of contractors and their subcontractors, officers, agents, and employees pursuant to those contracts. This regulation shall apply to any subcontractors of the contractor which provide foster care case management services. The safety and welfare of the children served under these contracts shall be the paramount consideration in all matters pertaining to these contracts.

(2) When providing case management services pursuant to

the foster care case management contract with the Children's Division, the contractor shall fully implement and comply with all requirements of federal and state law which apply to permanency planning and shall fully implement and comply with all written policies of the Children's Division which do not conflict with those federal and state laws. This includes, but is not limited to, all regulations promulgated by the Children's Division. The Children's Division, in collaboration with the contractors, shall develop a mechanism for contractors to provide input and feedback regarding pending Children's Division policy prior to implementation when such policy could have financial or programmatic impact on the contractor. Policy of the Children's Division, laws, and regulations shall supersede any policy of the contractor when they conflict.

(3) Contractors shall provide a range of child welfare services including case management services for children in out-of-home placements, family-centered services for parents and legal guardians from whose care the child was removed, and community resource development. Family-centered services shall be defined as the family-focused intervention method utilized by the Children's Division when working with families to assist them in identifying their strengths and needs and to develop a family plan for change.

(A) Case management services shall include assessments, case planning, placement services, service planning, permanency planning, and concurrent planning. The contractor shall have ongoing contact with the child; the child's out-of-home care provider; the parents or the guardian of the child in care, if parental/guardianship rights have not been terminated; the children remaining in the home; the court; and the members of the child's Family Support Team as defined in the Children's Division's written policies. The contractor must provide case management services that respect the culture, ethnicity, and religious practices of the children and that of his/her family. The contractor shall document all case management services provided in the case record as well as in the automated case management system within the timeframes outlined in the contract and in the policies of the Children's Division.

1. Assessments shall be defined as the consideration of all social, psychological, medical, educational, and other factors to determine diagnostic data to be used as a basis for the case plan.

2. Case planning is a process of negotiation between the family case manager, the parent(s) or guardian(s) from whom the child was removed, and the juvenile officer, which describes the services and activities necessary for the purpose of achieving a permanent familial relationship for the child. The case plan shall include the permanency plan as defined in paragraph (3)(A)5. below, the concurrent plan as defined in paragraph (3)(A)6. below, the service plan as defined in paragraph (3)(A)4. below, the timeframes in which services will be delivered, and the timeframes for obtaining reports from service providers, when applicable.

- A. Contractors shall develop a case plan no later than thirty (30) days after referral of the child's case to the contractor by the Children's Division. The contractor shall submit case plans to the court in accordance with local court procedures.

- B. The case plan shall be developed in accordance with the written policies of the Children's Division and applicable federal and state law. In the event that the policies of the Children's Division conflict with applicable federal and state law, federal and state law shall prevail.

- C. The contractor's case manager shall give careful consideration to the unique needs of each child and family when



developing the case plan.

D. As necessary to effectuate the best interests of the subject child, the case plan may be amended from time-to-time.

3. Placement services is the selection of, and placement with, the most appropriate resource for children in out-of-home care based on the assessment of the child's unique needs and personality and the out-of-home care provider's capacity and skills in meeting those needs.

A. The contractor's case manager must utilize the least restrictive out-of-home placement for a child.

(I) The best interests of the child in care shall govern all placement decisions. When the placement would not be contrary to the best interest of the child, the contractor must give relatives of the child in care preference and first consideration to serve as the child's out-of-home care provider. As required by applicable federal and state law, the contractor must conduct an immediate search to locate, contact, and, where appropriate, place the child in care with his/her grandparent(s). Therefore, grandparents of the child in care shall be given first consideration for placement before other relatives of the child in care are considered. Whenever the contractor decides that relative placement is contrary to the best interests of the child, the contractor shall document the reasons for this decision in the case plan.

(II) Placements in residential treatment shall be based on an individualized, independent assessment of each child's needs in the manner required by law, regulation, and CD policy. Such placements shall be considered for children in care who need structured and therapeutic intervention. Placement in a residential treatment facility must be of a limited duration and treatment during this time must be focused on enabling the child in care to transition to family and/or community-based care as soon as possible. The contractor shall prioritize methods of reducing or eliminating a child's need for residential treatment through community-based services and supports.

(III) In coordination with the child in care's Family Support Team, the contractor shall periodically reassess the placement of the child to determine whether the placement is consistent with the child's permanency plan and is meeting the child's needs.

(IV) As required by the written policies of the Children's Division, the contractor shall convene Family Support Team meetings to discuss any change in placement.

B. The contractor shall exercise reasonable and continuing efforts to preserve, foster, and encourage the relationships between siblings of children under case management with the contractor unless it is contrary to the safety or welfare of one (1) or more of the siblings to do so.

(I) Whenever reasonably possible, the contractor shall place a child in out-of-home care with any siblings who are also removed from their home. The contractor shall make reasonable efforts to place siblings in the same placement unless doing so would be contrary to the safety or welfare of any of the siblings.

(II) The contractor must make arrangements for regular, frequent, and continuing visitation between siblings who are not in the same placement unless it is contrary to the safety or welfare of one (1) or more of the siblings to do so.

(III) Unless it is contrary to the safety or welfare of one (1) or more of the siblings to do so, the contractor shall reunite siblings at the earliest time possible when circumstances change and different caregivers are no longer required.

(IV) The contractor shall document in the case file its efforts to place siblings in the same home and, if not placed in

the same home, its efforts to maintain the sibling relationship. If the contractor determines that placement of siblings in the same placement or visitation between the siblings is contrary to the safety or welfare of the siblings, the contractor shall document the reasons therefore in the case file.

C. When an appropriate placement is available and it is in the best interests of the child to do so, placements of children in care shall be made in the child's home community.

D. Unless otherwise ordered or authorized by the court, placement of children in care shall be with a licensed out-of-home care provider.

E. The contractor's case manager shall not place a child in a home in which any person residing in the home has been found guilty of, or pled guilty to, any crimes identified in section 210.117, RSMo.

4. Service planning is the provision of any services indicated and identified as needed through an assessment and case plan, or ordered by the juvenile court.

5. Permanency planning is determining the permanent plan which best meets the needs of the child in care and which complies with the applicable requirements of federal law. Contractors shall provide ninety (90) calendar days of services to the child and family after a child is reunified with their parent(s) to assure a continued successful outcome as defined in the contract. Contractors shall provide ninety (90) calendar days of services to the child and family after a child is reunified with their legal guardian(s), from whom they were removed, to assure a continued successful outcome as defined in the contract. The permanency plan shall consider –

A. The child's need for a continuing relationship with his/her parent(s) or legal guardian(s) prior to the child's removal from the home;

B. The ability and willingness of the child's parent(s) or legal guardian(s) to actively perform their functions as the child's caregiver with regards to the needs of the child;

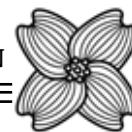
C. The interaction and interrelationship of a child with the child's parent(s) or legal guardian(s) from whom they were removed, the child's out-of-home care provider, siblings, and any other person who may have a significant impact upon the child's best interest;

D. The child's adjustment to his/her out-of-home placement, school, and community;

E. The mental and physical health of all individuals involved, including any history of abuse of or by any individuals involved; and

F. Any other information and factors that may be relevant to the care, safety, and welfare of each child.

6. A permanency plan shall include an individualized primary permanency plan and a concurrent permanency plan for each child. Concurrent permanency planning is a process of pursuing a primary permanency goal for a child in care, such as reunification, while simultaneously establishing and implementing an alternative permanency plan for that child. The contractor shall make active, reasonable efforts to finalize the primary and concurrent permanency plan and shall document those efforts in the case file. The permanency plan shall be developed at the earliest possible opportunity and in no case later than thirty (30) days after case referral. The plan shall be submitted to the court in the manner prescribed by law or as otherwise ordered by the court. As required by Children's Division written policies, the permanency plan shall be periodically reviewed and, where appropriate, may be modified if modification is in the best interests of the child as recommended by the child's Family Support Team or as ordered by the court.



(B) Community resource development is the recruitment, assessment, training, maintenance, and retention of out-of-home care providers. It shall also include the development of those services which shall best meet the needs of the child and family.

1. The contractor shall conduct community resource development activities to obtain appropriate out-of-home resource providers to enable the contractor to perform its duties under the contract.

2. Unless such policies conflict with applicable state law, the contractor shall ensure background investigations are conducted on all out-of-home care providers as required by law, regulation, and the written policies of the Children's Division.

3. The contractor shall utilize a training curriculum which meets or exceeds the resource development standards set forth in the written policies of the Children's Division. The contractor shall obtain approval from the Children's Division designee prior to finalizing the curriculum and content for the training sessions.

(C) The contractor may directly provide or contract for the services required by this rule in accordance with the proposal submitted in response to the Request for Proposal or Invitation for Bid for the contract awarded for such services. However, any subcontractors employed by the contractor must comply with all requirements of this regulation.

(4) The contractor shall ensure that all children under the age of ten (10) years old referred to the contractor receive a Healthy Children and Youth assessment within thirty (30) days of entering care, as often as necessary for the provision of follow-up care and treatment, and at least annually thereafter. Such assessments will be utilized to determine treatment services which will meet the child's psychological and social needs. When the assessment indicates intensive twenty-four- (24-) hour treatment services, appropriate services will be provided. A written report of the assessments and documentation that the prescribed treatment has been timely provided to the child (or good cause why the treatment was delayed or not provided) shall be documented and maintained in the case file.

(5) The contractor shall deliver all services through qualified professionals who have substantial, current and relevant training, education, and experience and who are competent to deliver case management services. The contractor's personnel must meet or exceed all of the applicable accreditation, licensing, and/or certification requirements of their profession set by the state of Missouri, if such licensure or certification is required by their profession for the performance of their specific job function. The contractor's personnel must meet the education and experience expectations outlined in the most current child placing rules set forth at 13 CSR 40-73.035.

(A) The contractor shall maintain a personnel file for each employee which shall be accessible to the Children's Division upon request for the purpose of verifying compliance with this regulation and the requirements of its contract with the Children's Division. At a minimum, the file must include complete and current criminal record checks, background investigations, resumes, degrees or diplomas, date of employment, training records, performance appraisals, commendations, disciplinary actions, and other related actions. Background checks, including fingerprint-based criminal background checks, shall be periodically updated as requested by the Children's Division or otherwise required by law. Contractors shall immediately notify the Children's Division of any act or occurrence which may impact their employee's ability, quali-

cations, or certification to provide services under the contract.

(6) The contractors shall deliver all services through professionals who have substantial and relevant training. The contractor's personnel providing case management services or direct supervision of case management services must successfully complete the same training curriculum as the Children's Division's personnel which provide case management services or direct supervision of case management services. This applies to both pre-service and in-service training as required by the Children's Division. Contractors may provide or require additional training as they deem appropriate, provided that the additional training is consistent with the Children's Division's regulations, policies, and procedures. Contractor's personnel attending Children's Division pre-service training will be scheduled for the first available session with openings.

(A) The contractor's personnel who recruit, train, and assess foster parents serving children with elevated needs, or who provide ongoing support to such foster parents, must successfully complete specific training which is designed for the elevated needs program. Elevated needs shall be defined as provided in 13 CSR 35-60.070. Training for elevated needs providers must be provided by the Children's Division or by the contractor's staff utilizing curriculum which has been previously approved by the Children's Division.

(B) The contractor's personnel who train staff who are tasked to recruit, train, and assess foster parents serving children with elevated needs must successfully complete a Train-the-Trainer session provided by the Children's Division or by another entity approved to provide such training by the Children's Division.

(7) The contractor must submit all required information to the family care safety registry on behalf of all professional personnel assigned to provide services under the contract prior to such personnel providing service to children in care. Such information shall be updated on an annual basis thereafter. Any personnel who reside in another state and work in the state of Missouri, or who have relocated to the state of Missouri within the last five (5) years, shall provide documentation of background screening(s) from their state of origin to include, but not limited to, child abuse/neglect and criminal background screening check(s), prior to such personnel providing service. If the employee continues to reside in another state while performing case management services for the contractor, the out-of-state check shall be done annually. The contractor's professional personnel assigned to the contract must have background investigations, including fingerprint-based criminal background checks, submitted to the Children's Division via a form provided by the Children's Division prior to such professional personnel providing services under the contract.

(A) The form shall be submitted no later than fifteen (15) calendar days after the effective date of the contract for all professional personnel.

(B) The form shall be submitted for each new or anticipated professional personnel assigned to provide services under the contract prior to such personnel providing services.

(C) When child abuse/neglect or criminal activity is discovered through the background investigation of any professional personnel assigned to provide services under the contract, the contractor must review the information to determine the relevance of such finding to the provision of case management services.

1. The contractor shall not allow individuals to perform case management duties when his/her background investigation reveals that he/she has been found guilty, pled guilty, or



has been convicted of –

A. A felony conviction for child abuse or neglect or spousal abuse;

B. A felony or misdemeanor conviction for any crime in which a child was a victim or a crime against children, to include, but not limited to, any offense involving child pornography;

C. Any crime involving violence and/or sexual offenses, including, but not limited to, rape, domestic violence, domestic assault, armed criminal action, sexual assault, or homicide;

D. Failure to report suspected child abuse to the child abuse and neglect hotline as required by section 210.115, RSMo;

E. A felony conviction for physical assault, battery, or a drug-related offense within the past five (5) years; or

F. Any other crime listed in section 210.117, RSMo.

2. The contractor must submit a written request to the Children’s Division designee when the contractor desires to hire an individual with a history of child abuse/neglect or criminal activity which does not meet the criteria identified in paragraph (7)(C)1. above. The Children’s Division designee shall review the request and provide a written response indicating if the individual may provide case management services.

A. The contractor or the individual or both may request an administrative review no later than thirty (30) days from the date of Children’s Division decision if they dispute such decision. If the Children’s Division does not receive a timely request for administrative review the Children’s Division’s decision shall be final.

B. The request for an administrative review shall be in writing and generally set out the reasons for the request.

C. The Children’s Division shall schedule an administrative review within five (5) business days of receipt of the request. The administrative review shall take place before the Children’s Division designee. The Children’s Division shall notify the contractor and/or the individual of the date and time of the review. The review may be continued at the request of the contractor or the individual, but the employment exclusion shall remain in effect pending the administrative review.

D. The review shall be informal, the rules of evidence shall not apply, and both the contractor and the Children’s Division may submit any information relevant to the appealed decision. The purpose of the review will be to determine the potential employee’s suitability for employment under the contract.

(I) The contractor’s personnel application must include an authorization for the Children’s Division to release information which directly relates the employee’s suitability for employment under the contract.

(II) Upon completion of the administrative hearing, the Children’s Division designee will submit a recommendation to the director of the Children’s Division. The director may affirm or reverse the initial decision. Such decision shall be final.

(D) The contractor must submit a written request to the Children’s Division designee when the contractor desires to hire a current or former child welfare employee of the Children’s Division. The Children’s Division will review the request and provide a written response indicating if the individual may provide the case management services. The administrative review process described in paragraph (7)(C)2. above shall be utilized when the contractor disputes the decision.

1. The administrative review process described in paragraph (7)(C)2. above shall not apply when the contractor does not have a signed, written authorization for the Children’s Division to release information to the contractor.

(E) The contractor’s personnel may be dismissed at the discretion of the contractor. However, an employee of the contractor shall be dismissed if required pursuant to section 207.085, RSMo.

(F) Except for employment and workers’ compensation matters, the contractor must disclose any relevant litigation within the past five (5) years involving the contractor, the contractor’s employees, officers, agents, and/or subcontractors within five (5) business days from the date the contractor receives a demand or is served with process, whichever takes place first. Individuals and entities who submit a response to an Request for Proposals (RFP) or Invitation for Bid (IFB) shall also disclose this information during the procurement process. The contractor shall disclose the names of the parties (initials may be used in lieu of party name for minors); the court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The contractor shall include a copy of the complaint or petition if requested by the Department of Social Services or the division.

1. Relevant litigation under this agreement is defined as any civil claims, judgments, or out-of-court settlements and/or criminal charges which are pending or have been disposed of by a finding or plea of guilt, an Alford plea, or a plea of *nolo contendere* regarding the following:

A. Allegations of child abuse or neglect;

B. Personal injury to a client;

C. Violent acts, including but not limited to, domestic violence and other crimes against persons;

D. Acts against the family, which include, but are not limited to Orders of Protection, and criminal charges denominated as offenses against the family;

E. Fraud and/or misrepresentation;

F. Sexual offenses, including pornography, and any registration on a sexual offender registry;

G. Weapons offenses;

H. Controlled substance offenses; or

I. Any other claims or charges which relate to the delivery of foster care case management services to children.

2. The contractor must also disclose any pending investigation or assessment or “substantiated finding” of any contractor’s employee, officer, agent, and/or subcontractor within five (5) business days from the date of notification.

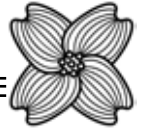
3. Substantiated finding is defined as a court adjudication, or determination by the state agency or any court of a probable cause and/or preponderance of the evidence finding, or substantially similar findings in this state or any other.

4. Failure of the contractor to disclose relevant litigation, pending investigations, assessment, or “substantiated finding” as specified herein, shall be considered a breach of the contract and subject to appropriate and available remedies by the State of Missouri.

5. The Children’s Division may share information about any disclosed litigation, pending investigations, assessments, or “substantiated findings” with all state and federal agencies, law enforcement agencies, state and federal auditors, children and families, Family Support Team (FST), and any courts, in the sole discretion of the Children’s Division on a need to know basis as determined by the state agency and consistent with applicable state law.

(8) Contractors shall have a proven record of providing quality child welfare services within the state of Missouri.

(A) Contracts shall be awarded through a competitive bid process to –



1. Children's services providers and agencies contracted with the state of Missouri on or before July 1, 2005, to provide a comprehensive system of service delivery for children and their families; or

2. Public and private not-for-profit or limited liability corporations owned exclusively by not-for-profit children's services providers and agencies with a proven record of providing child welfare services within the state of Missouri.

(B) The contractor and/or contractor's subcontractors performing case management and resource development services must be licensed as a child placing agency by the state of Missouri.

(C) The contractor's case management program must be accredited by one (1) or more of the following national accrediting bodies: the Council on Accreditation (COA); the Joint Commission; or the Commission on Accreditation of Rehabilitation Facilities. The Children's Division will accept proof of accreditation in good standing as *prima facie* evidence of completion of the requirements for licensure under sections 210.481 to 210.511, RSMo, only as provided in 13 CSR 35-35.140.

(D) The contractor must have personnel available to the Children's Division, out-of-home care providers, juvenile court personnel, guardians ad litem, and children in out-of-home care twenty-four (24) hours a day, seven (7) days a week.

1. The contractor's case manager must provide services after normal working hours and on weekends as necessary.

(E) A case manager's caseload may not exceed COA standards.

(F) The contractor's supervisor-to-worker ratio may not exceed COA standards.

(9) Children's Division shall award contracts through a competitive bid process, subject to appropriation.

(10) Subject to appropriation, the Children's Division shall continue to offer contracts in areas of the state where eligible providers are capable of providing a broad range of services. Subject to appropriation, the Children's Division may consider expansion of the contracts to areas of the state where Children's Division's staff caseloads exceed COA standards.

(11) The contract may not result in the loss of federal funding. The contractor shall therefore comply with and implement the requirements of all relevant federal and state laws, regulations, and policies including, but not limited to, those listed below which pertain to the child under case management by the contractor. In the event of a discrepancy between the policies of the Children's Division and federal or state law, the contractor shall comply with the federal or state law—

(A) Missouri rules and regulations governing child placing agencies;

(B) Missouri laws pertaining to the services described in the contract;

(C) The rules of procedure for the juvenile courts;

(D) Any court order pertaining to an assigned case;

(E) Interstate Compact on the Placement of Children/Juveniles;

(F) The Indian Child Welfare Act;

(G) Multi-Ethnic Placement Act of 1994;

(H) Children's Division written policies pertaining to the services described in the contract;

(I) Children's Division policy directives to provide services through best child welfare practices;

(J) Children's Division Federal Program Improvement Plan;

(K) Federal laws, rules, and regulations including, but not limited to, Title IV-E of the Social Security Act, as amended,

and the Health Insurance Portability and Accountability Act, as amended;

(L) All federal and state laws and all policies and resolutions of the Missouri Department of Social Services regarding disclosure of confidential information and statements to the public and news media about any case assigned under the terms of the contract.

1. The contractor's policies and procedures shall be open to the public upon request.

2. The contractor is not prohibited from making public statements about the contractor, general policies and procedures of the contractor, and other issues of public importance not otherwise prohibited by law, regulation, or policy; and

(M) Local initiatives pertaining to services which a case manager provides to children in out-of-home placements and their families which have been approved by the Children's Division state office.

(12) All contracts and contractors shall be subject to oversight and inspection by the Missouri Department of Social Services and/or the Children's Division to assure compliance with standards which shall be consistent with applicable federal standards, but not less than the standards and policies utilized by the Children's Division. The contractor shall allow reasonable and timely site visits by the Missouri Department of Social Services and/or the Children's Division.

(A) The contractor shall maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of the contract which are not part of the child's record for a period of five (5) calendar years following the expiration of the contract. This shall include, but is not limited to, resource records, expenditures, invoices, and other documentation pertaining to payments made under the terms of the contract.

(B) Adequate and complete documentation shall mean the contractor's records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine the contractor's reported services were, in fact, provided; to whom the services were provided; and the extent and duration of such services. At a minimum, the required records shall consist of service authorization forms and copies of invoices submitted to the Children's Division for payment.

(C) The contractor's failure to maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of the contract for a period of five (5) calendar years shall be deemed a material breach of the contract and the contractor shall repay to the Children's Division all amounts received for any services which are not adequately verified and fully documented by the contractor's records.

(D) The contractor shall indemnify and hold harmless the state of Missouri, the Missouri Department of Social Services and its agents, officers, and employees from any and all liability, loss, damages, or expenses which the Missouri Department of Social Services, the Children's Division, or the state of Missouri may sustain, incur, or be required to pay by reason of any person's injury, death, property loss, or damage sustained and/or suffered because of any act or omission by the contractor, its employees, or subcontractors that results from violation of a law, regulation, or policy of the Missouri Department of Social Services or the Children's Division. This includes, but is not limited to, court costs and attorney fees incurred by or charged to the Missouri Department of Social Services or the Children's Division as the result of such act or omission by the contractor, its officers, employees, agents, representatives, or



subcontractors.

(E) In the event the court finds the contractor liable for sanctions or otherwise holds the contractor in contempt as a result of the contractor’s violation of any law, rule, court order, or procedure or policy of Missouri Department of Social Services or the Children’s Division, the contractor shall be solely responsible for the payment of any fines, penalties, or sanctions, including attorney fees and costs, that arise under any such action. Additionally, the contractor shall save, indemnify, and hold the state of Missouri harmless, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such sanction, fine, or penalty assessed against the contractor or against the Missouri Department of Social Services, the Children’s Division, or the department’s Division of Legal Services as a result of the actions of the contractor, including court costs, attorney fees, and litigation expenses.

(13) The Children’s Division shall monitor and evaluate contractors based on objective, consistent, and performance-based criteria as provided in both 13 CSR 35-35.100 and the contract. In the event of a conflict between 13 CSR 35-35.100 and the contract, the regulation shall prevail over the contract.

(A) A percentage of children under the jurisdiction of the juvenile court and in the care of the contractor must achieve permanency within a twelve (12)-month period as specified in the contract. For purposes of this section, permanency shall be defined as reunification with the child’s parent(s), reunification with the child’s guardian(s), a finalized adoption, or the establishment of a legal guardianship for the child.

(B) A percentage of children under the jurisdiction of the juvenile court and in the care of the contractor must not have substantiated child abuse/neglect reports with the out-of-home care provider listed as the perpetrator within a twelve (12)-month period as specified in the contract.

(C) A percentage of children under the jurisdiction of the juvenile court and in the care of the contractor must not re-enter Children’s Division custody or supervision within twelve (12) months of their previous exit from such custody or within twelve (12) months of the date of reunification as specified in the contract.

(D) Children in the custody of, or under the supervision of, the Children’s Division and whose cases are being managed by the contractor must receive comprehensive and quality services as measured by the evaluation tool set forth in 13 CSR 35-35.100.

(14) The contractor shall participate and cooperate with any program evaluation and improvement plan, including on-going record keeping, evaluation, and reporting in accordance with the program evaluation design, and preparation for, and participation in, the federal Child and Family Service Review, or any other performance initiative required of, or by, the Children’s Division. Any program evaluation will include the same outcome measures for the contractors and the Children’s Division within a specified region.

(15) If the contractor does not comply with its obligations under this regulation, or breaches its contract with the Children’s Division, or the Children’s Division has reasonable cause to suspect that any child or children’s safety or welfare may be at risk the Children’s Division shall have the discretion to halt new referrals of cases to the contractor, transfer cases to other performing providers, terminate the contract, and seek any remedies which may be available in law and equity for breach of contract. The Children’s Division may take immediate action

as the Children’s Division in its discretion may deem necessary to ensure the safety, welfare, and best interests of children served by the contractor. If the Children’s Division determines that the contractor has failed to meet the outcome measures specified in the contract, the Children’s Division may reduce the contractor’s caseload or cancel the contract in its entirety. The contractor shall be allowed an opportunity to review the outcomes prior to the development of the final outcomes report. The contractor shall be responsible for any updates in the automated case management system which are necessary to correct the outcomes. The Children’s Division shall correct any programming errors identified by the contractor.

(16) In addition to those measures authorized in section (15) above, if the contractor does not meet the performance and/or outcome goals specified in the contract and in 13 CSR 35-35.100, or otherwise fails to comply with this regulation, any other laws or regulations, or the contract, the Children’s Division may elect to require the contractor to implement a corrective action plan to remedy any deficiencies in performance. Failure of the contractor to take action as indicated in the practice improvement plan within ninety (90) calendar days, or the number of days specified in the practice improvement plan, shall be considered a breach of contract. Thereafter, the Children’s Division may terminate the contract or pursue any other remedies in law or equity available to the Children’s Division. The written corrective action plan shall address –

- (A) Reasons why the goal was not achieved;
- (B) Steps taken to meet the goal;
- (C) Individual(s) responsible for necessary action; and
- (D) Timeframe for meeting the defined goal.

(17) All contractors, whether accredited, licensed or not, shall fully comply with the information sharing requirements set forth in 13 CSR 35-35.140(5).

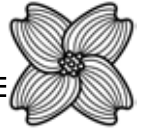
AUTHORITY: sections 207.020 and 660.017, RSMo 2016, section 210.112.8, RSMo Supp. 2021, and Young v. Children’s Division, State of Missouri Department of Social Services, 284 S.W.3d 553 (Mo. 2009). This rule originally filed as 13 CSR 35-32.020. Original rule filed Feb. 28, 2011, effective Oct. 30, 2011. Emergency amendment filed June 11, 2021, effective July 1, 2021, expired Feb. 24, 2022. Moved to 13 CSR 35-35.120 and amended: Filed June 11, 2021, effective Jan. 30, 2022.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014; 210.112, RSMo 2004, amended 2005, 2011, 2018, 2020; and 660.017, RSMo 1993, amended 1995.*

13 CSR 35-35.130 Contracted Foster Care Case Management Costs

PURPOSE: This rule establishes the methodology for the provision of reasonable cost for foster care case management contracted services as set forth in section 210.112.4.(6), RSMo.

(1) Payment to individuals and entities providing foster care case management services pursuant to section 210.112, RSMo, and 13 CSR 35-35.120 (hereinafter referred to as “contractors”) contracted by the Children’s Division of the Department of Social Services (hereinafter referred to as the “division” or “CD”) shall be based on the reasonable cost of services as determined through the competitive procurement process. Contractors and prospective contractors (hereinafter referred to as “contractor” or “contractors”) shall certify their bid covers all reasonable



costs at a firm fixed price unless otherwise provided by law.

(A) Upon request by CD, the contractor shall submit a written explanation and supporting documentation detailing how the contractor calculated the reasonable costs of services. The CD may not award a contract to any contractor which fails to submit such information when requested by CD.

(B) CD, in its sole discretion, may reject any bid where CD determines that the bid amount for a service or services exceeds the reasonable cost of the service or services. The Department of Social Services shall apply the cost principles set forth in 2 CFR Part 200 as applicable in the approval, evaluation, and audit of bids and contracts. CD shall use federal Uniform Guidance, pursuant to 2 CFR 200.404, to define reasonable costs as follows:

1. Reasonable costs. A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of the reasonableness is particularly important when the contractor is predominantly federally funded. In determining the reasonableness of a given cost, consideration shall be given to –

A. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the contractor or the proper and efficient performance of the contract;

B. The restraints or requirements imposed by such factors as – sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; the terms and conditions of the federal award of monies to the state, generally-accepted sound business practices, and terms and conditions of the contract;

C. Market prices for comparable goods or services for the geographic area;

D. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the contractor, its members, employees, and clients, the public at large, and the state and federal government; and

E. Whether the contractor significantly deviates from the established practices of the division or the contractor which may unjustifiably increase the contract costs.

(2) CD may, in its sole discretion, establish a cap on the highest amount that CD will pay for the reasonable cost of services identified in the Request for Proposal (RFP) or Invitation for Bid (IFB). CD will announce the cap for services in the RFP or IFB. CD shall utilize one (1) or more of the following methods to establish the cap as part of the competitive procurement process:

(A) Industry cost reports for the previous three (3) calendar years which demonstrate the costs to the contractor to deliver the services identified in the RFP or IFB. Such reports shall include costs for case management services, community resource development, treatment services, special expenses, crisis expenses, administrative costs, and any other cost incurred to provide the services identified in the RFP or IFB. Upon request by CD, case management contractors or prospective case management contractors who submit a proposal or bid for a contract shall provide CD with cost reports and supporting documentation, if and when required by the RFP or IFB. The format for submission of cost report information shall be included in the RFP or IFB.

1. Cost for case management services shall include all costs associated with assessments, case planning, placement services, service planning, permanency planning, and concurrent planning. Such costs shall include salaries and benefits for required staff.

A. Assessments shall be defined as the consideration

of all social, psychological, medical, educational, and other factors to determine diagnostic data to be used as a basis for the case plan.

B. Case planning is a process of negotiation between the family case manager, parent(s) or guardian(s) from whom the child was removed, and the juvenile officer which describes the services and activities necessary for the purpose of achieving a permanent familial relationship for the child.

C. Placement services is the selection of the most appropriate placement resource for children in out-of-home care based on the assessment of the child's unique needs and personality and the out-of-home care contractor's capacity and skills in meeting those needs.

D. Service planning is the provision of any services indicated and identified as needed through an assessment and case plan or ordered by the juvenile court.

E. Permanency planning is determining the permanent plan which best meets the needs of the child.

F. Concurrent planning is a process of pursuing a primary permanency goal for children in out-of-home care, such as reunification, while simultaneously establishing and implementing an alternative permanency plan for that child.

2. Cost for community resource development shall include all costs associated with the recruitment, assessment, training, and maintenance and retention of out-of-home care contractors. It shall also include the development of those services which shall best meet the needs of the child and his/her family.

3. Cost for treatment services shall include all services designed to meet the service and treatment needs of an individual.

4. Cost for special expenses shall include all costs associated with needs of children which are not designed to meet a service or treatment need. These costs would not be included in the foster care maintenance payment to the placement contractor. An example is a clothing allowance.

5. Cost for crisis expenses shall include all reasonably necessary costs incurred to address the critical financial and resource needs of families. Crisis funds are utilized to purchase specific items family members need to alleviate a crisis. An example is payment to have utilities restored so that a child may be returned home.

6. Administrative costs are those which are incurred to deliver the case management services defined in the RFP or IFB which are not included above in paragraphs (2)(A)1., (2)(A)2., (2)(A)3., (2)(A)4., or (2)(A)5. Such costs include expenses for general administrative functions and overhead.

7. Contractor costs shall be determined and validated by a third-party contractor retained by CD or the Department of Social Services for that purpose. The contractor shall submit any and all information that CD, the Department of Social Services, or the third-party contractor may require to validate the cost report. The contractor shall certify such information is truthful, accurate, and complete.

8. Contractor costs shall include any applicable credits or payments received through federal or state funding sources or private contributions.

9. Industry cost reports shall include any audited financial statements for the applicable time period under review;

(B) Cost to CD for the three (3) previous calendar years for similar services identified in the RFP or IFB;

(C) Historical expenditures of agencies contracted to provide the services identified in the RFP or IFB for up to three (3) previous calendar years. These expenditures shall include any payments the contractor has made on behalf of the children and families receiving services identified in the RFP or IFB;



(D) Historical expenditures of the CD for up to three (3) previous calendar years for all services identified in the RFP or IFB which have been provided to children placed in out-of-home care in the regions to be served by the foster care case management contractors. CD expenditures shall only be utilized in conjunction with industry cost reports and/or historical expenditures of agencies contracted to provide the services identified in the RFP or IFB; and

(E) CD shall consider all applicable state and federal laws and regulations when a cap is established.

(3) Contracts shall be made to the lowest and best qualified bidder(s), subject to applicable procurement law and available appropriation. A qualified bidder is a contractor which meets all of the requirements in law, regulation, and policy related to the services identified in the RFP or IFB. A qualified bidder must also meet the qualifications outlined in the RFP or IFB.

(4) The number of bids, contracts, and cases awarded to any given contractor are subject to available appropriation.

(5) The contract shall specify the monthly amount which is to be paid based on the number of cases awarded unless payment has been reduced for reasons specified in this regulation. The contract may include a provision that the parties to the contract may amend the contract to increase or decrease the rate if authorized by statute or appropriation.

(6) The contract shall provide for the payment of incentives to recognize accomplishment of case goals and corresponding cost savings to the state, subject to the availability of appropriated funds. In the event that sufficient funds are not available to pay the full incentives, as adjusted, and calculated pursuant to this section, the Department of Social Services shall reduce the payment to each contractor eligible to receive an incentive payment *pro rata* on the basis of the proportion of cases that the eligible contractor handled during the period to the total number of cases handled by foster care case management contractors eligible to receive an incentive payment during the period.

(A) For contracts effective on or before September 30, 2011, incentives shall be provided when contractors exceed the permanency expectations identified in the contract as follows:

1. The contract shall identify the percentage of children who are to achieve permanency in a twelve- (12-) month period. Permanency shall be defined as reunification with the child's parent(s) or legal guardian(s), a finalized adoption, or establishment of a legal guardianship;

2. CD shall refer the number of cases in the Notice of Award during the first month of the contract year. CD shall refer additional cases throughout the contract year with the intention of replacing cases which are expected to move to permanency each month based on the percentage of children who are to achieve permanency as identified in the contract; and

3. The contractor shall be paid monthly for the number of cases awarded, regardless of the number they actually serve, except in the following situations:

A. CD shall reduce the payment when CD determines it is in the best interest of a child to reassign the case to CD staff and the case is not replaced. CD shall reduce payment by the number of cases which have been disenrolled and reassigned for case management which were not replaced;

B. CD shall reduce payment when the contractor is placed on referral hold as the result of the contractor's staff involvement with an unacceptable, egregious situation as de-

fined in the contract. Payment shall be reduced by the number of cases which CD is unable to refer while the contractor is on referral hold due to an egregious situation. Egregious situations are defined in this rule to include any situation which seriously impacts the delivery of services to a child or family assigned to the contractor, including a material breach of the contract with the division, and shall include, but is not limited to, the following:

(I) Court contempt order;

(II) Violating the condition(s) of a court order;

(III) Unsafe environments or inappropriate out-of-home contractor as evidenced by the following:

(a) Placement in unlicensed foster homes or facilities unless approved by the court;

(b) Placements with a contractor without conducting a background screening;

(c) Placements with a contractor with a failed background screening as defined in the CD Child Welfare Manual;

(d) Placements without full compliance with the requirements of the Interstate Compact on the Placement of Children (section 210.620, RSMo); and

(e) Placements without court approval where court approval is required;

(IV) Breaches of confidentiality as defined in the contract;

(V) Intentionally, recklessly, knowingly, or negligently entering false data in CD's automated case management system;

(VI) Failure to comply with the requirement to report suspected child abuse and neglect, child injuries, child fatalities, or other critical incidents as required by contract and/or as required by section 210.115, RSMo; and

(VII) Other violations of federal or state law;

C. The contractor shall not invoice for reentries into care within twelve (12) months of previous exit except under those circumstances described below –

(I) The contractor shall be paid for reentries into care during the contract year whereby the number of cases replacing those which are expected to move to permanency each month shall be reduced to correspond with the number of reentries when –

(a) The contractor does not have an opportunity to serve the case or the court terminates jurisdiction and there is clear and convincing documentation to support the contractor was against the release of jurisdiction;

(b) Reunification does not occur; and

(c) The case has been replaced; and

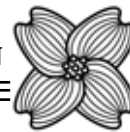
(II) The contractor shall be paid for reentries into care during the next contract year whereby the reentry into care shall count as an active case at the beginning of the contract year when –

(a) The contractor does not have an opportunity to serve the case or the court terminates jurisdiction and there is clear and convincing documentation to support the contractor was against the release of jurisdiction; and

(b) Reunification did occur when the court first terminated jurisdiction after assignment to the contractor;

D. CD shall reduce the monthly case rate to remove the foster care maintenance payment for those children who have been enrolled in the interdivisional agreement through the Developmental Disabilities (DD) Comprehensive waiver with the Missouri Department of Mental Health; and

E. CD shall reduce the monthly case rate to reimburse the contractor for only case management services when a child meets the definition of a catastrophic case as defined in the



contract and CD is providing additional funding for the child.

(B) For new contracts issued based on an RFP or IFB on or after October 1, 2011, subject to available appropriation, CD shall pay an incentive for the sum of the monthly differences between the number of children who are expected to achieve permanency as defined in the contract and the number of children who do achieve permanency when the one-for-one case replacement methodology is utilized. Permanency shall be defined as reunification with the child's parent(s) or legal guardian(s), a finalized adoption, or establishment of a legal guardianship. The following provisions shall apply to the administration of the incentive:

1. The percentage of children which are to achieve permanency in a twelve- (12-) month period shall be based on the following percentage, whichever number is higher:

A. The percentage of children who move to permanency within a region, utilizing an average for all counties served within the region; or

B. The percentage of children contractors serve who move to permanency within a region, utilizing an average of the performance of contractors serving the region;

2. The contractor may return cases to CD when children have been placed with their parent(s) for more than ninety (90) days. The contractor may return cases to CD when children have been placed with their legal guardian(s), from whom they were removed, for more than ninety (90) days. The contractor may retain management of the case after ninety (90) days only with the prior, written permission of the CD. When permission is granted, the contractor shall understand the permanency expectation will not change. The contractor shall return cases when an adoption has been finalized, the courts have awarded a legal guardianship, and when the juvenile court has terminated jurisdiction over the child. CD may replace such cases on a one-for-one basis. When the one-for-one case replacement methodology is utilized, CD shall replace cases in the following order of preference if cases are available:

A. The next child and any sibling who enter care within ten (10) calendar days in the county where the case was returned;

B. A child and any sibling currently case managed by CD in the county where the case was returned with services being provided by a supervisor or coworker due to the extended absence of the service worker;

C. A child and any sibling which entered care within thirty (30) calendar days in the county where the case was returned which is case managed by CD;

D. A child and any sibling from a county other than the one where the record was returned which is served by the contracted contractor and meets the criteria set forth in subparagraphs (6)(B)2.A., (6)(B)2.B., or (6)(B)2.C. above, when agreeable to the contractor; and

E. In the event the contractor is assigned more active cases than awarded in an effort to keep one (1) worker assigned to a sibling group, cases shall not be replaced until such a time when the contractor is serving the amount of active cases awarded. Active cases do not include children who have been placed with their parent(s) for more than ninety (90) days unless the CD has granted permission for the contractor to keep the case; children who have been placed with their legal guardian(s), from whom they were removed, for more than ninety (90) days unless the CD has granted permission for the contractor to keep the case; children who have been adopted; those situations where the courts have awarded a legal guardianship; situations where the juvenile court has terminated jurisdiction over the child; or reentries into care unless they

meet the criteria specified in part (6)(A)3.C.(I) above or the rate of reentries or the number of reentries into care within twelve (12) months has not exceeded the allowable rate or number as defined in subparagraph (6)(B)3.D. below. The contractor shall not be assigned a sibling group which would increase the number of cases awarded by more than two percent (2%). The contractor shall inform CD of the additional number of cases which may need to be replaced to keep the contractor at the number of cases awarded by the end of the contract year;

3. The contractor shall be paid for the number of cases awarded except in the following situations:

A. Payment shall be reduced in the following and subsequent months during the contract year and subsequent renewal periods to correspond with the number of cases which could not be assigned when the counties have no case which meets any of the criteria identified in subparagraph (6)(B)2.A., (6)(B)2.B., (6)(B)2.C., or (6)(B)2.D. above. CD reserves the right to increase the number of referrals during subsequent renewal periods when the number of children entering CD's custody increases in the geographic region served by the contractor, when the contractor is agreeable to such;

B. CD shall reduce the payment when CD determines it is in the best interest of a child to reassign the case to CD staff and the case is not replaced. CD shall reduce payment by the number of cases which have been disenrolled and reassigned for case management which were not replaced;

C. CD shall reduce payment when the contractor is placed on referral hold as the result of the contractor's staff involvement with an unacceptable, egregious situation as defined in the contract. Payment shall be reduced by the number of cases which CD is unable to refer while the contractor is on referral hold;

D. CD shall set an allowable rate of reentries or the number of reentries into care within twelve (12) months of previous exit, which shall not include the reentries defined below. The rate or the number allowed shall be based on historical data. CD, at its sole discretion, may adjust this rate or number based on mitigating factors. The contract shall set forth that after the rate is exceeded, the contractor shall not be paid for cases exceeding the allowable number of reentries set forth in the contract or shall be assessed a penalty after the rate is exceeded. If a penalty is assessed, the penalty shall be based on a methodology set forth in 13 CSR 35-35.100 and the contract.

(I) The reentry into care will count as an active case and the contractor will be paid for the case when CD is able to determine that the contractor did not have an opportunity to serve the case or the court terminated jurisdiction and there is clear and convincing documentation to support the contractor was against the release of the jurisdiction. In the event the contractor is serving more active cases than awarded as the result of the reentry into care, they shall not be paid for such. However, cases shall not be replaced until such a time when the contractor is serving the amount of active cases awarded;

E. The monthly case rate shall be reduced to remove the foster care maintenance when the contract specifies the division shall be responsible for such; and

F. CD shall reduce the monthly case rate to reimburse the contractor for only case management services when a child meets the definition of a catastrophic case as defined in the contract and CD is providing additional funding for the child;

4. CD shall determine the number of children achieving permanency during the contract year while being served by the contractor. The contractor will be paid for the sum of the monthly differences between the number of children who are expected to achieve permanency as defined in the contract



and the number of children who do achieve permanency, subject to available appropriation, as follows:

A. Contractors shall be paid the monthly amount bid and awarded for the sum of the monthly differences during the contract year as identified in paragraph (6)(B)4. above, subject to available appropriation; and

B. The incentive shall be a one- (1-) time payment for the number of children who exceeded the permanency standard during the contract year as identified in paragraph (6)(B)4. above; and

5. CD reserves the right in its sole discretion to reduce the number of cases assigned in subsequent contract years with payment reduced to correspond when the contractor fails to meet the permanency standard defined in the contract. CD also reserves the right to terminate the contract. In the event the contractor fails to meet the permanency standard and the number of cases are reduced in subsequent contract years, CD may reduce the number of cases awarded as follows:

A. CD may request the return of active cases;

B. CD may not replace cases which are closed by the contractor; and

C. CD will reduce payment to correspond with the number of active cases served.

(C) For all contracts effective on or after April 1, 2022, the provisions of subsections (6)(A), (6)(B), and this subsection (6)(C) shall apply. To receive an incentive the contractor must first qualify to receive an incentive by exceeding the permanency performance goal for the region as specified in this subsection. If the contractor qualifies for an incentive by exceeding the permanency performance goal for the region, then the contractor will qualify to receive fifty percent (50%) of the incentive payment. To earn the remaining fifty percent (50%) of the incentive payment, the contractor must meet the performance goals and outcomes established pursuant to 13 CSR 35-35.100 as they are phased in, and as further provided in this subsection.

1. The CD shall establish relative weights to be given to each item in the Safety, Well-Being and Service Domains and the additional requirements of the Permanency domain as they are phased in as provided in 13 CSR 35-35.100. The incentive payment shall be reduced as provided in paragraph (6)(C)2. of this regulation if the contractor fails to meet the performance goals established of 13 CSR 35-35.100 and the evaluation tool therein.

2. The remaining fifty percent (50%) of the incentive payment shall be calculated as follows:

A. If the contractor achieves a score of equal to or greater than one hundred percent (100%) of the weighted performance and outcome score then the contractor shall receive the full portion of the incentive payment under paragraph (6)(C)2. of this regulation;

B. If the contractor receives a score of ninety to ninety-nine percent (90-99%) of the weighted performance and outcome score the contractor shall receive ninety percent (90%) portion of the full incentive payment under paragraph (6)(C)2. of this regulation; or

C. If the contractor receives a score of less than ninety percent (90%) or less of the weighted performance and outcome score the contractor shall not receive an incentive payment under paragraph (6)(C)2. of this regulation.

3. To calculate the performance and outcome score specified in paragraph (6)(C)2. of this regulation, the division will calculate for each contractor the percentage of the performance outcome goal for each item in each domain being scored under 13 CSR 35-35.100 that each contractor actually achieved for that item during the phase for the period. The

percentage achieved for each item under each domain shall then be multiplied by the weight factor (if any) assigned to each item. The net sum of the weighted percentages will be the final score for each contractor for the period. The performance outcome goals for the period and the weights to be assigned to each item will be established by the division, in conjunction with the Research and Evaluation team and other individuals, following the procedures specified in 13 CSR 35-35.100.

4. The final scores shall be rounded up to the nearest whole number.

5. The scores for each contractor shall be published on the division’s website.

(7) Changes to reimbursements for services in addition to the contracted amounts will be based upon available increased or decreased appropriations for case management purposes and will be allocated to both public and private contractors of such services. The allocation shall be made *pro rata* to the division and each contractor based upon the proportion of the total number of cases that the division and each contractor served during the period to the total number of cases of children served statewide during the period.

AUTHORITY: sections 207.020 and 660.017, RSMo 2016, section 210.112.8, RSMo Supp. 2021, and Young v. Children’s Division, State of Missouri Department of Social Services, 284 S.W.3d 553 (Mo. 2009). This rule originally filed as 13 CSR 35-32.030. Original rule filed Feb. 28, 2011, effective Oct. 30, 2011. Emergency amendment filed June 11, 2021, effective July 1, 2021, expired Feb. 24, 2022. Moved to 13 CSR 35-35.130 and amended: Filed June 11, 2021, effective Jan. 30, 2022.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014; 210.112, RSMo 2004, amended 2005, 2011, 2018, 2020; and 660.017, RSMo 1993, amended 1995.*

13 CSR 35-35.140 Accreditation as Evidence for Meeting Licensing Requirements

PURPOSE: This rule establishes the procedures to be followed in order for an organization to qualify for a license under sections 210.481 through 210.511, RSMo, by the agency being accredited by Council on Accreditation of Services for Children and Families, Inc., the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities (accreditation bodies).

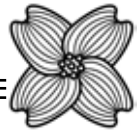
(1) Purpose and Scope. This regulation applies to Licenses issued to individuals or organizations which are accredited by an accrediting body.

(2) Definitions. For the purpose of this regulation, the definitions set forth in section 210.481, RSMo, and the following definitions shall apply:

(A) “Accrediting body” shall mean the Council on Accreditation of Services for Children and Families, Inc., the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities;

(B) “Individual or organization” shall mean any adult person, corporation, partnership, religious denomination, religious organization, or organized group of human beings; and

(C) “*Prima facie* evidence” means evidence that will establish a fact or sustain a decision unless contradictory evidence is produced.



(3) The Children's Division shall accept accreditation by an accrediting body as *prima facie* evidence that the individual or organization meets the requirements for a license to operate a foster home, residential care facility, or child placing agency in accordance with the applicable provisions of sections 210.481 to 210.511, RSMo. The division will accept accreditation for purposes of documenting eligibility for license or relicensure. However, any individual or organization whose license is based upon accreditation must still fully comply with all of the requirements of licensure (including full compliance with all federal, state, and local health and safety codes) as if not accredited for the duration of the license to maintain the license. The safety and welfare of children served by the individual or organization shall be the paramount consideration in all licensing decisions. If a service or program, including, but not limited to, child placing, maternity, infant/toddler, residential treatment, and intensive residential treatment in residential child care, is not accredited by the accrediting body, then the organization must apply for and meet all licensing requirements as for the unaccredited program or service.

(4) Application and Reapplication for License for Accredited Individual or Organizations.

(A) The individual or organization applying for licensure as an accredited individual or organization shall present to the division with its application for licensure or relicensure all of the following:

1. A copy of the individual or organization's official final accreditation report and accreditation certificate from the accrediting body establishing that the individual or organization is accredited in good standing for the period of time covered by the license;

2. A list of operating sites which includes the capacity served, the gender served, and the ages served by that organization. This list shall be updated if there is a change in operating sites by the individual or organization;

3. A copy of the accrediting body's official standards and policies for accreditation;

4. A copy of any corrective action documents or other notices from the accrediting body regarding areas of non-compliance or required improvement or monitoring;

5. Any documentation required at initial licensure or re-licensure as stated in chapters 13 CSR 35-71 (for residential treatment agencies) and 13 CSR 35-73 (for child placing agencies), including, but not limited to, agency policies, procedures, organizational charts, budgets, staff training records, and personnel records verifying compliance with background check requirements; and

6. Any and all other information and documentation that the division may determine is reasonably necessary to verify that the individual or organization is accredited in good standing and otherwise meets all of the requirements for licensure.

(B) The division in its discretion may conduct on-site visits to verify compliance with licensure requirements before a license is issued.

(C) The division shall examine the areas that the organization is applying for a license. The division then may issue a corresponding license for those areas in which the organization is accredited. The license shall be valid for the period of time up to two (2) years (or such other time as may be specifically authorized or required by statute), or when the organization's accreditation expires, whichever is shorter.

(D) If the individual or organization's accreditation expires during the term of the license, the division may issue a provisional license pursuant to section 210.486, RSMo, for a period

of time not to exceed six (6) months upon the individual or organization showing that –

1. The individual or organization is still in good standing with the accrediting body, the re-accreditation process is being diligently pursued, and accreditation is expected within six (6) months of the date the accreditation expired. The division may, at its discretion, request a letter of good standing from the accrediting body;

2. The individual or organization otherwise demonstrates the potential capacity to meet full requirements for licensure; and

3. The division director is satisfied that the operation of the foster home, residential care facility, or child placing agency provisionally licensed is not detrimental to the health and safety of the children being served.

(E) The division may deny the issuance of a license to, or may suspend or revoke the license of, any individual or organization which fails to provide information that the division may require to establish eligibility for licensure.

(F) The individual or organization seeking licensure under this section shall have the responsibility to apply for accreditation and/or re-accreditation in a timely manner to ensure compliance with all deadlines set out in this section and other applicable laws.

(5) Information Sharing.

(A) The individual or organization shall notify the division immediately of any sentinel event, any critical incident as required in 13 CSR 35-71.070, any unusual event as required in 13 CSR 35-73.050, and of any suspension, limitation, including but not limited to required corrective action or monitoring, or revocation of accreditation. The procedures and requirements for reporting shall be the same for non-accredited, licensed individuals, and organizations as provided in chapters 13 CSR 35-71 and 13 CSR 35-73.

(B) Sentinel events are those events which the accrediting body requires the individual or organization to report to the accrediting body as a condition of accreditation, but shall at a minimum include the following:

1. A death of a child in one (1) of the individual's or organization's facilities;

2. A serious emotional or physical injury of a child in one (1) of the individual's or organization's facilities. For purposes of this regulation, a serious emotional or physical injury occurs when it is medically reasonable or necessary for a child to obtain professional medical intervention as a result of something that happens to the child while placed with the individual or organization;

3. A child elopes from the individual's or organization's facility;

4. A fire in a location routinely occupied by children, which requires the fire department to be called;

5. An allegation or report of physical abuse, sexual abuse, emotional abuse, or neglect of a child pertaining to the individual or organization, or an employee, contractor, subcontractor, volunteer, or officer of the individual or organization;

6. An employee is terminated from employment in relation to the safety and care of children;

7. There is any change in the chief executive officer;

8. There is a lawsuit filed against the individual or organization by or on behalf of a person who is or was in the individual's or organization's care;

9. Any known criminal charges are filed against the individual, facility, organization, any resident of the facility, or any employee or volunteer of the individual or organization who



has contact with children;

10. When the individual or organization is not in compliance with any of the criteria for accreditation, including maintaining the required level of services and staffing levels, for more than three (3) consecutive days; or

11. Whenever a child attempts to harm him/herself or others, including suicide attempts.

(C) The individual or organization shall notify the division of the entrance, exit, and any performance review meetings of the accrediting body which are held in conjunction with the accreditation of the organization. The division has a right to attend any or all of these meetings between the organization and the accrediting body.

(6) The division may make such inspections and investigations as it deems necessary to ensure that the individual or organization continues to meet the requirements of licensure, for investigative purposes involving reports of alleged child abuse or neglect, and to address a complaint concerning the health and safety of children which the individual or organization serves.

(7) Any individual or organization who is aggrieved by a decision of the division to deny, revoke, or suspend a license based upon an organization’s accreditation standing under this section may either –

(A) Seek administrative review following the procedures set forth in 13 CSR 35-71.030 for residential treatment agencies or 13 CSR 35-73.017 for child placing agencies; or

(B) Apply for licensure as an unaccredited individual or organization.

AUTHORITY: sections 207.020, 210.506, and 660.017, RSMo 2016, and section 210.112.8, RSMo Supp. 2021. This rule originally filed as 13 CSR 35-50.010. Emergency rule filed Dec. 23, 2004, effective Jan. 2, 2005, expired June 30, 2005. Original rule filed Dec. 23, 2004, effective June 30, 2005. Emergency amendment filed June 11, 2021, effective July 1, 2021, expired Feb. 24, 2022. Moved to 13 CSR 35-35.140 and amended: Filed June 11, 2021, effective Jan. 30, 2022.*

**Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993, 2014; 210.112, RSMo 2004, amended 2005, 2011, 2018, 2020; 210.506, RSMo 1982, amended 1993, 1995; and 660.017, RSMo 1993, amended 1995.*