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**Rules of**  
**Department of Social Services**  
**Division 35—Children’s Division**  
**Chapter 32—Child Care**

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**Title 13—DEPARTMENT OF  
SOCIAL SERVICES  
Division 35—Children's Division  
Chapter 32—Child Care**

**13 CSR 35-32.010 Basis of Payment**

*PURPOSE: This rule establishes that payment may be made to licensed and contracted facilities, state registered or certified facilities or individuals, relatives, organizational vendors for child care expenses; and designates the criteria used in making those payments for the division's child care programs including Income Maintenance/Income Eligible, Protective Services, Food Stamp Employment and Training Child Care programs, child care services required by the Code of Federal Regulations Section 45, Parts 98 and 99, known as the Child Care and Development Fund. This rule also establishes a system of priorities in program eligibility determination based on funding sources and defines state registration for child care providers as required under the guidelines of the Child Care and Development Fund. It defines minimum health and safety as required under the Child Care and Development Fund.*

*PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference material. The entire text of the rule is printed here.*

(1) The Children's Division may make payment for child care which shall be based on appropriation for individuals who meet the following eligibility criteria:

(A) Recipients of Temporary Assistance (TA) who are employed or are in school or training for employment;

(B) Individuals who are employed, in school or training, or who have a disability or incapacity which renders them unable to care for a child, except with the provision of child care; and this disability or incapacity and need for child care due to this disability or incapacity has been confirmed by the attending physician. In determining the eligibility of these individuals, the Family Support Division shall use income guidelines;

(C) Individuals eligible under the guidelines of the Food Stamp Employment and Training Child Care Program (7 CFR, part 273). Part 273 is incorporated by reference in this rule, as published by the Food and Nutrition Service, Department of Agriculture, 3101 Park Center Dr #926POC, Alexandria, VA 22302 on January 1, 2007. This rule does not incorporate any subsequent amendments or additions to part 273;

(D) Individuals eligible under the guidelines of the Child Care and Development Fund (CCDF) (45 CFR, parts 98 and 99). Parts 98 and 99 are incorporated by reference in this rule, as published by the Food and Nutrition Service, Department of Agriculture, 3101 Park Center Dr #926POC, Alexandria, VA 22302 on January 1, 2007. This rule does not incorporate any subsequent amendments or additions to parts 98 and 99; and

(E) Individuals receiving Protective Services through the Children's Division.

(2) Limitations for Participation in Child Care which Relate to Subsections (1)(A), (B), and (D). Participation in up to two (2) training programs, or a maximum of two (2) years of training, is allowed when the end result is a professional or technical job skill leading toward employment in a specific field upon graduation. There is a one (1)-year time limit for the completion of General Equivalency Diploma (GED) certification. There is a four (4)-year time limit for those who attend regular high school classes. There is a four (4)-year time limit for those who attend college with the intent of receiving a college degree.

(3) Child care recipients eligible under subsections (1)(A)–(D), may pay a fee based on gross income and family unit size based on a child care sliding fee scale established by the division, which shall be based on appropriations. The sliding scale fee may be waived for children with special needs as established by the division. The maximum payment by the division shall be the applicable rate minus the applicable fee.

(4) Maximum payments by the division for infant care (birth to second birthday), preschool care (two (2) years to fifth birthday) and school-age care (five (5) years and over), shall not exceed the applicable rate as established by the division by geographic areas or the actual charges by the provider, whichever is less.

(5) Claimants eligible for child care under subsection (1)(A), (C), or (D), are to receive

benefits under those programs prior to general revenue being expended for child care under subsection (1)(B).

(6) State registration for a child provider as required under the Child Care and Development Fund (CCDF) Program will consist of providing information required for prompt payment, will allow for parental choice, and will be a simple and timely process that will allow for registration after parental selection of a provider.

(7) To meet the health and safety requirements of the Child Care and Development Fund (CCDF) the provider must sign a health and safety form certifying that s/he agrees to the following:

(A) That all local fire codes are met;

(B) That if no local fire codes are in place, the provider has a working smoke alarm, a working fire extinguisher, minimum classification 2A10BC for centers and 1A10BS for homes, and a posted emergency evacuation plan;

(C) Providers caring for ten (10) or more children will provide a copy of their annual immunization report to the Department of Health and Senior Services;

(D) Providers caring for fewer than ten (10) children will be informed regarding prevention and control of communicable diseases, and will refer parents to their family physician or local health department to obtain immunizations for children in need of an immunization. A parent will be required to cosign the health and safety form to verify that the requirement in subsection (7)(B) has been met.

*AUTHORITY: section 207.020, RSMo 2000.\* Original rule filed June 15, 2007, effective Dec. 30, 2007.*

*\*Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993.*

**13 CSR 35-32.020 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 210.112.8., 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 as provided in section



210.112, RSMo, as well as govern the work of contractors and their officers, agents, and employees pursuant to those 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 fourteen (14) 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 throughout the contract period.

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 assessment of the child's needs. 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.

(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) prior to the child's removal from the home 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; and

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

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 implement-

ing an alternative permanency plan for that child. The contractor shall make active, reasonable efforts to finalize the primary or 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 fourteen (14) 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 determined 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 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 and every six (6) months 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 provid-

ed. A written report of the assessments shall be maintained in the case file.

(5) The contractor shall deliver all services through qualified professionals who have substantial and relevant education and experience and who are competent, as defined by the Council on Accreditation, to deliver case management services. The contractor's personnel must meet or exceed all of the applicable licensing 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 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 criminal background checks, shall be periodically updated as requested by the Children's Division. Contractors shall immediately notify the Children's Division of any act or occurrence which may impact their employee's ability, qualifications, or certification to provide services under the contract.

(6) The contractors shall deliver all services through professionals who have substantial and relevant training.

(A) The contractor's personnel providing case management services or direct supervision of case management services must successfully complete training which emphasizes—

1. A strengths-based assessment of the family;

2. Engagement of the family throughout a child's out-of-home placement beginning with the assessment;

3. Treatment and service planning for all family members with a commitment to reunifying the child with his/her biological family whenever possible, to preserving a child's connection to his/her family of origin whenever possible, and a commitment to a child's right to belong to a family;

4. Family dynamics, including human growth and development;



5. A team approach to case planning which draws upon the experience of professionals who are familiar to the members of the child in care's family;

6. Advocacy for the families and children served through the child welfare system;

7. The relevant legal and due process rights of children, parents, families, and care providers;

8. A background in the laws and procedures governing the juvenile courts; and

9. Cultural sensitivity.

(B) The contractor's personnel providing case management and direct supervision of case management staff must successfully complete pre-service training either by attending the Children's Division pre-service training, or by directly providing or arranging for another entity to provide pre-service training. The training shall include all of the topics listed in subsection (6)(A) above.

1. When the contractor plans to provide or arrange for another entity to provide pre-service training for its employees, the contractor must submit the curriculum to the Children's Division for prior approval.

A. When the contractor is granted permission to provide the pre-service training, or to arrange for another entity to provide the pre-service training, it shall be the contractor's responsibility to ensure the training is provided. In such instances, employees and/or subcontractors of the contractor will be eligible to attend the pre-service training provided by the Children's Division only if agreed between the children's division and the contractor.

2. The pre-service training for newly-hired case managers and direct supervisors must be completed within the first ninety (90) calendar days of employment.

3. Pre-service training must incorporate skill-based instruction and skill building exercises. For the first ninety (90) days of employment, the contractor must provide case managers with on-the-job support which includes experiential learning techniques.

4. Contractor's personnel attending Children's Division pre-service training will be scheduled for the first available session with openings.

5. The pre-service training must—

A. Clearly identify the case management role;

B. Clearly acquaint personnel with federal and state laws relating to child welfare practices; this includes, but is not limited to, the constitutional rights of families and children who are involved in the juvenile justice system, including training on due process, the Fourth Amendment to the U.S. Constitution, the Adoption and Safe Families Act, the

requirement that Children's Division exercise reasonable efforts to finalize permanency plans, concurrent planning, termination of parental rights, guardianships, the Missouri Rules of Procedure for Juvenile Courts, and federal and state law governing permanency planning;

C. Acquaint personnel with Children's Division's policies relating to out-of-home care, adoption and guardianship subsidy programs, family-centered services, intensive in-home services, and resource development as defined by Children's Division written policies;

D. Acquaint personnel with record-keeping requirements as set forth in the written policies of the Children's Division;

E. Acquaint personnel with the automated information system utilized by the Children's Division; and

F. Successful completion of pre-service training must be documented in personnel records for all personnel providing case management services and direct supervisors.

(C) 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.

(D) 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 per-

forming 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 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 shall request an administrative review no later than thirty (30) days from the date of Children's Division decision when they dispute such decision.

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 three (3) 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 of the date and time of the review. The review may be continued at the request of the contractor, 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 (8)(C)2. above shall be utilized when the contractor disputes the decision.

1. The administrative review process described in paragraph (8)(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.

(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 shall accept as prima facie evidence of completion of the requirements for licensure under sections 210.481 and 210.511, RSMo, proof that an agency is accredited. The Children's Division shall not require any further evidence of qualification for licensure if such proof of voluntary accreditation is submitted.

(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 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 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, the Adoption and Safe Families Act and the Health Insurance Portability and Accountability Act;

(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. This shall include, but shall not be limited to, requirements related to Family-to-Family. Expectations of contractors shall not exceed requirements of Children's Division staff.

(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 contrac-

tor, 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) Contractors shall be evaluated by the Children's Division based on objective, consistent, and performance-based criteria as further defined in 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 reenter 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) The Children's Division may monitor additional outcomes including, but not limited to: the number of placement settings for children in out-of-home care; residential utilization; outcomes for older youth; and the number of resource homes developed by the contractor as identified in the Request for Proposal or Invitation for Bid. The Chil-

dren's Division may require corrective action when the contractor fails to meet the standards set forth in the Request for Proposal or Invitation for Bid.

(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, the Children's Division shall have the discretion to terminate the contract and seek any remedies which may be available in law and equity for breach of contract. 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 outcome goals specified in the contract, or otherwise fails to comply with this regulation or the contract, the Children's Division may elect to require the contractor to implement a practice improvement plan to correct 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 practice improvement plan shall address—

(A) Reasons why the outcome was not achieved;

(B) Steps taken to meet the outcome;



(C) Individual(s) responsible for necessary action; and

(D) Timeframe for meeting the defined outcome.

*AUTHORITY: section 207.020, RSMo 2000, section 210.112, RSMo Supp. 2010,\* and Young v. Children's Division, State of Missouri Department of Social Services, 284 S.W.3d 553 (Mo. 2009). Original rule filed Feb. 28, 2011, effective Oct. 30, 2011.*

*\*Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993 and 210.112, RSMo 2004, amended 2005.*

### 13 CSR 35-32.030 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 foster care case management providers contracted by the Children's Division (CD) shall be based on the reasonable cost of services as determined through the competitive procurement process. Providers shall certify their bid covers all reasonable costs.

(A) Upon request by CD, the provider shall submit a written explanation and supporting documentation detailing how the provider calculated the reasonable costs of services. The CD may not award a contract to any provider 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. CD shall use federal guidelines, OMB Circular A-122, 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 costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by federal agencies. 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 organization or the performance of the award;

B. The restraints or requirements

imposed by such factors as generally-accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award;

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

D. Significant deviations from the established practices of the organization which may unjustifiably increase the award 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 provider 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 providers or prospective case management providers who submit a proposal or bid for a contract shall provide CD with cost reports and supporting documentation. 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 provider'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 providers. 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 provider. An example is a clothing allowance.

5. Cost for crisis expenses shall include all 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 paragraph (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. Provider costs shall be determined and validated by a third-party contractor retained by CD or the Department of Social Services for that purpose. The provider 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 provider shall certify such information is truthful, accurate, and complete.

8. Provider 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) Awards shall be made to the lowest and best qualified bidder(s), subject to applicable procurement law and available appropriation. A qualified bidder is a provider 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 and cases awarded to any given provider 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 the rate if specifically 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.

(A) For contracts effective on or before September 30, 2011, incentives shall be provided when contractors exceed the permanen-

cy 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 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 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 provider as evidenced by the following:

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

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

(c) Placements with a provider 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;

(c) The case has been replaced;

(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 Mental Retardation and Developmental Disabilities (MRDD) 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 provider and meets the criteria set forth in subparagraph (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 re-entries or the number of re-entries into care within twelve (12) months has not exceeded the allowable rate or number as defined in (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 provider 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 re-entries or the number of re-entries into care within twelve (12) months of previous exit, which shall not include the re-entries 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 re-entries 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 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.

*AUTHORITY: section 207.020, RSMo 2000, section 210.112, RSMo Supp. 2010,\* and Young v. Children's Division, State of Missouri Department of Social Services, 284 S.W.3d 553 (Mo. 2009). Original rule filed Feb. 28, 2011, effective Oct. 30, 2011.*

*\*Original authority: 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993 and 210.112, RSMo 2004, amended 2005.*