

TITLE 13—DEPARTMENT OF SOCIAL SERVICES
Division 35—Children’s Division
Chapter 35—Alternative Care

PROPOSED AMENDMENT

13 CSR 35-35.130 Contracted Foster Care Case Management Costs. The division is amending sections (5), (6), and (7).

PURPOSE: This amendment implements updates to the formulas and procedures for the calculation of payments contracted foster care case management providers receive for their services, changes to how their per case rate is calculated in the event of an increase or decrease of available appropriations, and how contractors may qualify for incentive payments based upon their performance in meeting performance measures established under section 210.112, RSMo, and 13 CSR 35-35.100.

(5) The contract shall specify the monthly amount which is to be paid to **the contractor** 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.

(A) CD shall refer the number of cases in the Notice of Award to the contractor when cases are available. CD shall refer additional cases, when available, 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. 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 with the agreement of the contractor. CD will decrease the number of referrals in a region when CD cannot replace cases on a one for one basis. The provider’s base case award shall be decreased, which shall be effectuated through a contract amendment. CD in its discretion may shift case allocations to another region where there is a greater need and may increase another provider’s base caseload, which shall be effectuated through a contract amendment.

(B) The contractor may return cases to CD when children have been placed with their parent, or legal guardian from whom they were removed, for more than ninety (90) days only with the prior, written permission of the CD.

1. The contractor shall return cases to CD 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 no more than ten (10) calendar days prior to, and no later than ten (10) calendar days following a permanency achievement or an exit from court jurisdiction. These cases will be replaced in the county where the previous child exited when possible;

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 assigned 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 case was returned which is served by the contractor and meets the criteria set forth in subparagraphs (5)(B)1.A., (5)(B)1.B., or (5)(B)1.C. above, when agreeable to the contractor.

2. 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 number of active cases awarded. Active cases do not include:

A. Cases where the child has been placed for ninety (90) days with their parent, or legal guardian from whom they were removed, when CD has assigned a replacement case upon the contractor's request;

B. Children who have been adopted;

C. Those situations where the courts have awarded a legal guardianship;

D. Situations where the juvenile court has terminated jurisdiction over the child; or

E. Reentries into care unless they meet the criteria specified in subparagraph (5)(C)4.A. below or the rate or number of reentries into care within twelve (12) months has not exceeded the allowable rate or allowable number as defined in paragraph (5)(C)5. below.

3. The contractor shall not be assigned a sibling group which would increase the number of cases awarded by more than two percent (2%).

(C) The contractor shall be paid for the number of cases awarded except in the following situations:

1. CD shall reduce the payment by the number of cases disenrolled and not replaced, when CD determines it is in the best interest of a child to reassign the case to CD staff.

2. 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. 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 unacceptable, egregious situation. Unacceptable, egregious situations 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:

- A. Court contempt order;**
- B. Violating the condition(s) of a court order;**
- C. Unsafe environments or inappropriate out-of-home placements by the contractor as evidenced by the following:**

- (I) Placement in unlicensed foster homes or facilities unless approved by the court;**
- (II) Placements by a contractor without conducting a background screening;**
- (III) Placements by a contractor with a failed background screening as defined in the CD Child Welfare Manual;**
- (IV) Placements without full compliance with the requirements of the Interstate Compact on the Placement of Children (section 210.620, RSMo);**
- (V) Placements without court approval where court approval is required; and**
- (VI) Any other circumstances where CD determines that placement of a child by the contractor will compromise child safety.**

- D. Breaches of confidentiality as defined in the contract;**
- E. Intentionally, recklessly, knowingly, or negligently entering false data in CD's automated case management system;**
- F. 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**
- G. Other violations of federal or state law.**

3. Payment shall be reduced in the following month, 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 subparagraphs (5)(B)1.A., (5)(B)1.B., (5)(B)1.C., or (5)(B)1.D. above.

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

A. The contractor shall be paid for reentries into care 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:

(I) The contractor does not have an opportunity to serve the case, such as when emergency protective custody is allowed to expire, or the court terminates jurisdiction and there is clear and convincing documentation to support the contractor was against the release of jurisdiction; or

(II) A youth between the ages of eighteen (18) and twenty-one (21) has elected to return to care pursuant to 211.036, RSMo.

5. CD shall set an allowable rate of reentries or the allowable number of reentries into care within twelve (12) months of previous exit, which shall not include the reentries defined above in parts (5)(C)4.A.(I) and (5)(C)4.A.(II). CD, at its sole discretion, may adjust this rate or number based on mitigating factors. The contract shall set forth that after the rate or number is exceeded, the contractor shall not be paid for cases exceeding the allowable rate or the allowable number of reentries set forth in the contract.

(D) When CD assumes the cost of foster care or residential treatment, or when the cost of the child's placement is covered by a waiver, the contractor's monthly case rate shall be reduced to remove the foster care and residential treatment costs.

(E) 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 exceed the permanency expectation defined in the contract. CD also reserves the right to terminate the contract. In the event the contractor fails to exceed the permanency expectation and the number of cases is reduced in subsequent contract years, CD may reduce the number of cases awarded as follows:

1. CD may request the return of active cases; and/or

2. CD may not replace cases which are closed by the contractor.

(F) CD will reduce payment to correspond with the number of active cases served.

(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 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 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]

(A) For the purpose of this regulation, “permanency” is defined as reunification with the child’s parent, or legal guardian from whom they were removed, a finalized adoption, or establishment of a legal guardianship. Reunification shall include a child that has been placed with their parent, or legal guardian from whom they were removed, for more than ninety (90) days.

(B) Incentive for Exceeding Permanency Expectations. Subject to available appropriation, the contractor can qualify for fifty percent (50%) of the possible incentive payment calculated as provided in this subsection. CD shall pay an incentive for the sum of the monthly

differences between the number of children who are expected to achieve permanency as provided in the contract and the number of children who do achieve permanency when the one-for-one case replacement methodology is utilized. The following provisions shall apply to the administration of the permanency incentive:

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

A. The percentage of children CD serves who move to permanency within a geographic region as defined in the contract, utilizing an average for all counties served within the region; or

B. The percentage of children contractors serve who move to permanency within a geographic region as defined in the contract, utilizing an average of the performance of contractors serving the region.

2. The contractor shall exceed the regional permanency expectations as defined in the contract to qualify for an incentive payment.

3. The incentive for permanency shall be a one (1) time payment for the number of children who exceeded the permanency expectation during the contract year.

(C) Incentive based on 13 CSR 35-35.100 Performance Goals. If the contractor qualifies for an incentive by exceeding the permanency performance expectation for the geographic region as provided in subsection (6)(B) of this regulation, then the contractor will qualify to be eligible for the remaining fifty percent (50%) of the possible incentive payment as provided in this subsection. To earn the remaining fifty percent (50%) of the incentive payment, the contractor must meet or exceed the performance goals and outcomes established or subsequently amended pursuant to 13 CSR 35-35.100 as they are phased in, and as further provided in this subsection. Any incentive payment is subject to available appropriation.

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. Tier 1 Incentive: A contractor will be eligible for a performance-based incentive payment if a contractor achieves a score of equal to or greater than sixty percent

(60%) of the weighted performance and outcome score after calculating the aggregate score of all weighted metrics specified in 13 CSR 35-35.100. If eligible for a performance-based incentive, the contractor shall receive an incentive payout equal to their aggregate weighted score, rounded up to the nearest whole number, not to exceed one hundred percent (100%) of the available incentive amount. For example, if a contracted provider has an aggregate weighted score of sixty nine and a half percent (69.5%) at the end of a contract year, that number will be rounded up to seventy percent (70%) (the nearest whole number) and the contract provider would be eligible for a Tier 1 performance-based incentive payment of seventy percent (70%) of the total remaining incentive payment.

B. Tier 2 Incentive: Except as provided in parts (6)(C)2.B.(I)-(II) below, if a contractor is not eligible for a performance-based incentive payment, then the contractor will be eligible for an improvement-based incentive payment if the contractor's aggregate weighted score is an improvement from the same contractor's aggregate weighted score for the previous contract year. The incentive awarded shall be equal to the percentage of improvement of the contractor's performance score when compared to their prior-year score, not to exceed fifteen percent (15%) of the total remaining incentive. For example, if a contracted provider had an aggregate weighted score of forty percent (40%) during the previous contract year and improved their aggregate weighted score to fifty percent (50%) the following contract year, the contracted provider would be eligible for a Tier 2 improvement-based incentive payment of ten percent (10%) of the total remaining incentive payment.

(I) For the first year of the contract effective October 1, 2026, or thereafter, contracted providers are not eligible for a Tier 2 improvement-based incentive payment and are only eligible for a Tier 1 performance-based incentive payment.

(II) New contracted providers with no previous performance baseline established are not eligible for a Tier 2 improvement-based incentive payment until such time as the contracted provider has two (2) consecutive years of aggregate weighted scores to compare.

C. If a contractor qualifies for a performance-based incentive payment, the contractor will not be eligible for an improvement-based incentive payment.

D. If a contractor fails to qualify for a performance-based incentive payment and fails to qualify for an improvement-based incentive payment, the contractor shall not receive an incentive payment under subsection (6)(C).

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]* **aggregate weighted score** 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 **services specifically included in the case management** *[purposes and will be allocated to both public and private contractors of such services]* **contract. Increases or decreases will be allocated to both public and private contractors of such services. Any increase or decrease will result in an increase or decrease to the monthly case rate paid to the contractor.** 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]* **calculated using a numerator equal to the contractor's base case award and a denominator equal to the total number of cases** *[of children]* **served statewide** *[during the period]* **at the point in time the calculation is performed. The resulting proportion shall determine the contractor's share of the increased or decreased appropriation. The division shall be allocated the residual amount of the appropriation after contractor allocations are calculated, such that the total sum of all allocations equals the total available appropriation. Any increase or decrease in appropriations will only be expended for the purposes specified by the General Assembly. The proportional methodology described in this section shall not apply when the General Assembly directs a different methodology through bill language, budget language, or other instruction. Under no circumstances shall the Department of Social Services and the Children's Division's aggregate, total expenditure for foster care case management services contracts exceed the amount appropriated by the General Assembly for that purpose nor shall it exceed the funds available.**

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. Amended: Filed March 12, 2026.*

**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.*

PUBLIC COST: This proposed amendment will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: This proposed amendment will not cost private entities more than five hundred dollars (\$500) in the aggregate.

*NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed amendment with the **Department of Social Services, Legal Services-Division of Rulemaking, PO Box 1527, Jefferson City, MO 65102-1527** or by email to Rules.Comment@dss.mo.gov. To be considered, comments must be received within thirty (30) days after publication of this notice in the **Missouri Register**. No public hearing is scheduled.*