

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit A

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Dawn Barton

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION
EDEN ROGERS AND BRANDY WELCH,
Plaintiffs,

vs. C/A No. 6:19-cv-01567-JD

UNITED STATES DEPARTMENT OF HEALTH &
HUMAN SERVICES; XAVIER BECERA, IN HIS
OFFICIAL CAPACITY AS SECRETARY OF THE
UNITED STATES DEPARTMENT OF HEALTH &
HUMAN SERVICES; ADMINISTRATION FOR
CHILDREN AND FAMILIES; JOOYEUN CHANG, IN
HER OFFICIAL CAPACITY AS THE SENIOR
OFFICIAL PERFORMING THE DUTIES OF THE
ASSISTANT SECRETARY OF THE
ADMINISTRATION FOR CHILDREN AND
FAMILIES; JOOYEUN CHANG, IN HER OFFICIAL
CAPACITY AS PRINCIPAL
DEPUTY ASSISTANT SECRETARY OF THE
ADMINISTRATION FOR CHILDREN AND
FAMILIES; HENRY MCMASTER, IN HIS
OFFICIAL CAPACITY AS GOVERNOR OF THE
STATE OF SOUTH CAROLINA; AND MICHAEL
LEACH, IN HIS OFFICIAL CAPACITY AS STATE
DIRECTOR OF THE SOUTH CAROLINA
DEPARTMENT OF SOCIAL SERVICES,
Defendants.

VTC 30(b)(6) SC DSS, Through its agent:
DEPOSITION OF: DAWN BARTON

DATE: December 17, 2021
TIME: 9:33 a.m.
LOCATION: Zoom - Columbia, SC

TAKEN BY: Counsel for the Plaintiffs
REPORTED BY: Roxanne Easterwood, RPR
VIDEOGRAPHER: Roosevelt Hamilton

1 Q. Is that -- I'm sure that's something
2 that DSS has.

3 A. Yeah, I would -- I would say that --
4 that either Susan Roben or Dawn Grant could
5 provide that information.

6 Q. Great. Thank you. And does DSS
7 license potential foster parents?

8 A. Yes.

9 Q. Is DSS the only entity that can
10 license foster parents in South Carolina?

11 A. Yes.

12 Q. Can potential foster parents apply to
13 become foster parents directly through DSS?

14 A. Yes.

15 Q. And you mentioned this earlier, but
16 what is kinship care?

17 A. So kinship care is -- is the agency's
18 effort to place children and youth that can't
19 remain with their -- in their family homes, place
20 them with people who they're already connected to
21 and know, and that could look like -- we define
22 kinship care as relations through blood, marriage,
23 or adoption, but we -- we ex- -- we extend that in
24 South Carolina to also consider fictive kin
25 underneath the kinship umbrella.

1 A. Right. I mean, we don't discriminate
2 whether you're -- you're single, married, whether
3 you're a part of the LGBTQ community. I mean, you
4 know, none of that -- none of that plays a role
5 in -- in whether we license you or not.

6 Q. So does DSS have any policies
7 regarding the licensing of same-sex couples or
8 LGBTQ people as foster parents in South Carolina?

9 A. No.

10 Q. And does it take into account sexual
11 orientation when licensing? To the pro- -- to --
12 to make clear how this is different than my last
13 question, my last question was, does it take into
14 account through the application process, and this
15 question is, does it take into account when
16 issuing a license?

17 A. No.

18 Q. Does DSS take any steps to actively
19 recruit LGBTQ people to be foster parents?

20 A. So, actually, and in my former -- so
21 my other former roles within DSS, right before I
22 started this role -- I started this role about
23 three years ago, being the Permanency Management
24 Director, but prior to that I was the -- I was the
25 regional director for the Midlands region, and I

1 actually -- we did some targeted recruitment
2 specifically for the LGBTQ community.

3 We -- we went to the Gay Pride Parade.
4 We went to the Harriet Hancock Center and spoke to
5 a group of the LGBTQ community, and in an effort
6 to try to recruit folks from -- from that specific
7 community.

8 Q. And why did you undertake those
9 initiatives?

10 A. You want a very diverse group of
11 foster families. You know, every- -- everybody --
12 everybody does not look the same. Everybody's
13 beliefs and values are not the same, and so --
14 and -- and that goes for our children.

15 We have a lot of -- we have lots of
16 different -- we have di- -- a diverse group of
17 children in foster care, and so we -- we think
18 everybody, regardless, brings value and can -- can
19 help support our efforts to provide temporary care
20 for children in need in South Carolina.

21 Q. You mentioned a diverse group of
22 children in foster care in that last answer. Am I
23 right in saying that DSS understands that there
24 may be LGBTQ individuals in foster care who would
25 be best served by having LGBTQ foster parents?

1 A. Yes.

2 Q. So then am I understanding correctly
3 that DSS decides which children are placed in
4 which foster homes?

5 A. Yes. We are the placement authority.

6 Q. And what does it mean to be in the
7 care of a private CPA?

8 A. Can you expand on your question?

9 Q. Sure. Well, does it mean that a --
10 if -- if a child is in the care of a private CPA,
11 would it mean that that child is in a facility run
12 by the private CPA?

13 A. The child is in the -- in the -- in
14 the custody and care of the -- of DSS. The
15 child's case managed by -- the child has a foster
16 care case manager. The child has a guardian ad
17 litem, many other folks involved with -- with
18 that -- with a child in foster care.

19 The child-placing agency is supporting
20 the foster family in -- in the home that -- that
21 is -- that DSS has placed that child with. So --
22 so we place children with foster families. CPAs
23 are really a pathway, right, for families to get
24 support and to help them through preparation to be
25 licensed, and then when they're licensed, continue

1 earlier?

2 A. Yes.

3 Q. Are you familiar with a CPA called
4 Miracle Hill Ministries?

5 A. Yes.

6 Q. And so Miracle Hill Ministries
7 provides the type of referral or recommendation
8 process that you mentioned earlier, recommending
9 specific families for specific children?

10 A. Yes.

11 Q. Do private CPAs make any
12 child-placement decisions on their own?

13 A. No.

14 Q. You mentioned earlier that DSS assigns
15 case workers to work with children in foster care;
16 is that right?

17 A. Yes.

18 Q. Is that -- that case worker, is that a
19 DSS employee?

20 A. Yes.

21 Q. And does DSS assign case workers to
22 work with foster families once a child is placed
23 in their care?

24 A. Repeat that question.

25 Q. Sure. So imagine a child is in a

1 Q. So then how did DSS know that some
2 provide more services than others?

3 A. You -- I mean, you just -- you hear
4 and -- I mean, you hear about folks in the
5 community. You see it all over social media of --
6 of -- of certain organizations that are
7 fundraising and supporting children and families
8 who are supporting the foster care system.

9 Q. And is Miracle Hill one of the
10 organizations that you've -- that you're heard
11 about in these anecdotal settings about providing
12 extra support to its families?

13 A. Not Miracle Hill specifically.

14 Q. Are there differences between the
15 CPAs' reputations?

16 A. No.

17 Q. All CPAs are viewed as
18 interchangeable?

19 MR. COLEMAN: Object to the form of the
20 question.

21 But you can answer.

22 THE WITNESS: What -- what do you mean
23 by interchangeable?

24 BY MS. SCHINDEL:

25 Q. Well, I guess I'm a little confused by

1 particular child-placing agency.

2 Q. Is it fair to say, then, that one of
3 the added values that a -- a faith-based CPA, or
4 any CPA, for that matter, brings to SC DSS is its
5 ability to tap into its own network to recruit
6 potential foster families that otherwise might not
7 become or seek to become foster families?

8 MS. SCHINDEL: Objection. Leading.

9 THE WITNESS: So I think that every
10 child-placing agency does a level of marketing and
11 recruitment around -- around support for their
12 foster families. I think that, depending on their
13 connections in the community, like, how -- how
14 deep those are rooted and how wide those are,
15 may -- may impact the -- the level of additional
16 services that -- support services that they're
17 able to give -- give their families that they --
18 they support, in general.

19 BY MR. COLEMAN:

20 Q. Okay. I think you testified earlier
21 today that SC DSS has the sole, exclusive
22 authority to license foster parents; is that
23 right?

24 A. Yes.

25 Q. So a CPA can't license a foster home,

1 can they?

2 A. No.

3 Q. And a CPA could not prevent a
4 prospective foster parent from being licensed by
5 the State?

6 A. No.

7 MS. SCHINDEL: Objection. Leading.

8 BY MR. COLEMAN:

9 Q. Even today, with SC DSS's particular
10 focus and emphasis on handling kinship foster care
11 licensing, it's still true that a non-kinship and
12 prospective foster parent who couldn't or didn't
13 want to work with the CPA could apply to and work
14 with SC DSS, correct?

15 A. Yes.

16 MS. SCHINDEL: Objection. Objection.
17 Leading. Sorry.

18 BY MR. COLEMAN:

19 Q. Okay. You testified earlier that each
20 child in the foster care system of South Carolina
21 is assigned an SC DSS case worker; is that right?

22 A. Yes.

23 Q. Do you know if some CPAs also assign a
24 staff member to be paired with or partnered with a
25 child during the time that child is in a foster

1 is not sufficient. And, in fact, oftentimes they,
2 I think, feel like they can't bill capacity,
3 enough capacity, because they don't feel like the
4 rate's sufficient.

5 Q. And -- and just to make sure I
6 understood your testimony a moment ago. That --
7 that reimbursement occurs only after a family has
8 been licensed and after a child in foster care has
9 been placed in the family's home; is that correct?

10 A. That's correct, and they're only
11 receiving that funding while the child is placed
12 in that home. So if the child moves from a
13 placement in CPA A and moves over to CPA B,
14 that -- that funding stops, and that funding
15 follows the -- the child to the next placement.

16 Q. Is it also true --

17 MS. SCHINDEL: Objection, leading, to
18 the last question.

19 BY MR. COLEMAN:

20 Q. Is it also true that a foster family
21 moved from CPA A to CPA B, that -- while
22 they're -- while they had a foster child in their
23 home, that the funding would follow the foster
24 family and the child to the new CPA?

25 A. Yes.

1 they do not currently?

2 A. We did -- we increased the admin rates
3 within the last year, and we did a change order to
4 the non-TFC contract, and we increased the admin
5 rates, because we asked CPAs to assume a lot more
6 work, because we transitioned all of that non-kin
7 work over to them last July. And so they said, if
8 we're going to do all this work, then we're -- we
9 have to -- we have to have more money to do it and
10 to build capacity.

11 And so Miracle Hill requested not to
12 be recipients of that admin rate. So that's how I
13 know that they're not receiving that admin rate.

14 Q. They're still licensed as and serving
15 as a CPA, though?

16 A. Yes. Yes. The --

17 MS. SCHINDEL: Objection. Leading.

18 THE WITNESS: The foster care board
19 payment goes directly to the foster families,
20 so...

21 BY MR. COLEMAN:

22 Q. And the -- the name you just used for
23 that funding, that's distinct from the
24 administrative?

25 A. Yes.

1 this -- on here, with the exception of Miracle
2 Hill, and -- and they're signed on the contract.
3 Everybody is signed on the contract. Miracle Hill
4 is the only one that has chosen not to receive the
5 admin rate.

6 Q. And why did Miracle Hill choose not to
7 receive the admin rate?

8 MR. COLEMAN: Object to form.

9 But you can answer.

10 THE WITNESS: Yeah, I don't know.

11 They -- they didn't give reason. They -- they
12 just requested that -- that they were interested
13 in still being a part of the contract, but did not
14 feel it necessary to receive the admin rate.

15 BY MS. SCHINDEL:

16 Q. And who -- who did Miracle Hill make
17 the request to when it -- when it asked to no
18 longer receive the admin rate?

19 A. I believe that went through our
20 contract division, our procurement division.

21 Q. And do you know what was discussed?

22 A. I do not, other than the request that
23 they -- they did not want the admin rate.

24 Q. Are you the person most knowledgeable
25 about whether Miracle Hill -- about why Miracle

1 Hill chose to no longer receive the admin rate
2 within DSS?

3 A. I would say -- I would say yes.
4 Although, I -- the request didn't come to me
5 directly. But, again, I -- I don't know the re-
6 -- there was no reason. They -- they were --
7 just said they -- they didn't -- they didn't want
8 the admin rate, and so we -- we said, okay.

9 I mean, we can certainly use those
10 dollars towards other things. So there's still --

11 Q. You mentioned -- oh, sorry.

12 A. I was just going to say, just to --
13 just to be clear, they're still signed on to the
14 non-therapeutic contract and have agreed to abide
15 by those terms of -- of that -- of that contract.
16 They're just not being paid anything related to
17 that.

18 Q. Does the fact that Miracle Hill no
19 longer receives the admin rate change any of their
20 obligations as the CPA?

21 A. No.

22 Q. Is Miracle Hill still providing
23 services for DSS?

24 A. Yes.

25 Q. You had mentioned, in response to my

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit B

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Jacqueline Lowe

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

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EDEN ROGERS and
BRANDY WELCH,
Plaintiffs,

vs. CASE NO. 6:19-cv-01567-TMC

UNITED STATES DEPARTMENT OF HEALTH
AND HUMAN SERVICES;
ALEX AZAR, in his official capacity as SECRETARY of
the UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES;
ADMINISTRATION FOR CHILDREN AND FAMILIES;
LYNN JOHNSON, in her official capacity as ASSISTANT
SECRETARY of the ADMINISTRATION FOR CHILDREN AND
FAMILIES;
SCOTT LEKAN, in his official capacity as PRINCIPAL
DEPUTY ASSISTANT SECRETARY of the ADMINISTRATION
FOR CHILDREN AND FAMILIES;
HENRY MCMASTER, in his official capacity as
GOVERNOR of the STATE OF SOUTH CAROLINA;
MICHAEL LEACH, in his official capacity as STATE
DIRECTOR of the SOUTH CAROLINA DEPARTMENT OF SOCIAL
SERVICES,

Defendants.

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VIDEOTAPED
DEPOSITION OF: JACQUELINE LOWE
(APPEARING VIA VIRTUAL ZOOM)
DATE: June 3, 2021
TIME: 9:27 AM
REPORTED BY: TERRI L. BRUSSEAU
(APPEARING VIA VIRTUAL ZOOM)

1 bed space or household members own care needs may
2 exceed what would be time available for care and
3 all that is in foster care. So those would be some
4 of the reasons that a family may not be
5 recommended.

6 Q. Okay. And if -- if a CPA reaches that
7 determination during the process of working with
8 the family, does the CPA have to let DSS know,
9 basically say, hey, we have this family, we've
10 got -- you know, we went through the process but
11 we've determined not to recommend them?

12 A. They do not, but they do have to inform
13 the family of the reasons why they would not be
14 recommended for licensure.

15 Q. Okay. And the -- sort of the role that
16 the private CPAs play and the support that they
17 provide prospective foster families throughout the
18 application process, is that -- is that pretty
19 uniform or pretty standard across CPAs or are there
20 differences in the type of support that one CPA
21 might offer versus another?

22 A. I'm not aware of any differences for
23 the most part. I do know that they would work with
24 the applicants providing the home visits,
25 interviewing licensure. And then once the

1 applicant or family is licensed, going to the home,
2 meeting with the family -- meeting with the family
3 to offer support.

4 Q. Okay. I'm just looking at the -- at my
5 transcript here to make sure I got that.

6 A. Yeah, I saw where it was unstable. I
7 just didn't know if I needed to repeat.

8 Q. I see. So I believe you said I'm not
9 aware of any differences for the most part, I do
10 know that they would work with the applicants
11 providing the home visits, interviewing licensure,
12 and then once the applicant or family is licensed,
13 going to the home meeting with the family to offer
14 support.

15 A. Yes.

16 Q. So there's -- there are -- there's a
17 role that the CPAs fill after -- after the family
18 is licensed by DSS, is that right?

19 A. That is correct.

20 Q. And what -- how do they -- what type of
21 support do they typically provide after the
22 family's been licensed?

23 A. As part of the ongoing licensing
24 process, the family has an assigned -- for DSS it's
25 a family support worker for the CPA that's a family

1 worker that will visit with the family in the home
2 on a quarterly basis, but they may go more often
3 depending upon the needs of the family as well as
4 the children's place.

5 And it's an opportunity to meet with
6 the children, meet with the family to discuss any
7 concerns, to hear from them how things are going,
8 to answer questions, to make sure they are
9 connected to services and identify any unmet needs
10 to see what resources the family may need and then
11 also to see if there's been any changes that need
12 to be reported that may impact the continued
13 eligibility for licensure. So it's a means of
14 staying connected with the family to offer support
15 to the family as well as to any children that might
16 be placed.

17 Q. And is there a system in place by which
18 the CPA would report back to DSS about a given
19 family that has had a child placed with them and
20 how everything is going or is that not a formalized
21 process?

22 A. It is a formalized process in a couple
23 of ways. If there is a child placed, that there's
24 a foster care worker with the Department, so any
25 concerns about the child in the home will be

1 asking in your personal capacity. If a family who
2 is interested in being a foster family goes to a
3 CPA and faces discrimination in -- in that process,
4 they're turned away, can you necessarily count on
5 them to apply to be a foster parent through a
6 different CPA?

7 MR. COLEMAN: Object to the form of the
8 question.

9 THE WITNESS: Families are aware that
10 there are a number of agencies that are available
11 that they can apply through to become licensed or
12 that they could consult with the Department of
13 Social Services.

14 BY MS. JANSON:

15 Q. Do you -- do you think families are
16 necessarily aware of the particular beliefs or
17 requirements of any given CPA?

18 A. They may not be until they've either
19 done research or talked with others. I think on
20 the surface, just with the name, they wouldn't know
21 about a specific agency.

22 MS. JANSON: Okay. I think we are -- I
23 think we are getting -- not making any promises,
24 but I think we're getting to the end, so thank you
25 very much for bearing -- bearing with me. Okay.

1 Q. Is that -- do you know is that
2 University Ridge where all the state and county
3 offices are?

4 A. Yes, that is correct.

5 Q. Okay. And you may have already said
6 this. South Carolina DSS will gladly accept any
7 application from anyone who is qualified and who
8 wishes to be licensed as a foster parent without
9 regard to their religion, lack of religion, sexual
10 orientation or marital status, is that correct?

11 A. That is correct.

12 Q. So a person who applies -- a
13 prospective foster parent who applies with a CPA,
14 we use that figure of speech, they apply to or
15 apply with a CPA, really the application to be a
16 foster parent is submitted to DSS, right?

17 A. To issue the license, that's correct.
18 DSS is the only state entity that can issue a
19 foster family license.

20 Q. Okay. And a CPA couldn't prevent
21 someone from being licensed even if they -- even if
22 the CPA didn't want to -- didn't want to work with
23 a particular person, they refer them to another
24 agency or to DSS, they can't prevent them from
25 getting licensed, can they?

1 A. No. An individual can go to any entity
2 or to DSS.

3 Q. Okay. And I think you said -- I think
4 you said -- and I touched on this a second ago. In
5 or around July of 2020, for what sounds like a
6 variety of reasons that you already touched on,
7 that SCDSS has decided to focus on what you called
8 kinship care, right?

9 A. That's correct.

10 Q. And I think you said a family can, if
11 they want, however -- let me -- I didn't ask that
12 well.

13 Even when SCDSS has focused on kinship
14 care in the past year or so, a family who wants to
15 be licensed as a foster parent, not in the kinship
16 care but as a -- more generally as a foster parent,
17 can, if they want, still work directly with SCDSS,
18 is that right?

19 A. What was that last part? It went away.

20 Q. It's still possible for a prospective
21 foster parent or couple to work directly with DSS,
22 is that right?

23 A. Yes. Yes.

24 Q. So if -- if a prospective foster parent
25 can't or doesn't want to work with a CPA, they can

1 work with DSS?

2 A. They can.

3 Q. Even today?

4 A. Even today.

5 Q. And it's still -- has been and still is
6 the policy of DSS that the decision of where a
7 child in foster care will be placed, what foster
8 parent's home that child will be placed in, that's
9 DSS's decision, not the CPA's decision, right?

10 A. That's correct.

11 Q. Okay. You might -- you probably
12 remember Exhibit 3. It was a two-page like a table
13 or a chart with a lot of amounts. It listed all I
14 think 28 CPAs and a whole bunch of different
15 amounts of funding over various periods of years.

16 Do you remember we talked about that I
17 think early on --

18 A. Yes.

19 Q. -- today? Okay. I don't -- I don't
20 mean to be tedious, but I do want to go through a
21 couple of -- I don't think it will take super long,
22 but I know we came back to that document several
23 times and it may be that my note taking got a
24 little bit disjointed. I just want to make sure
25 we -- we've covered all the bases there.

1 If you have it in front of you, that's
2 fine. I don't think you need to pull it up in
3 front of you if you don't.

4 A. I have it.

5 Q. Basically -- okay. Basically what I
6 want to do is I'm going to try to go through in
7 alphabetical order. I just want to -- just so
8 that -- so we've got a clear record and so my own
9 notes can get clearer, figure out which CPAs are
10 operating in the upstate that offer nontherapeutic,
11 perhaps along with therapeutic care, whether they
12 have an office in the upstate and approximately how
13 long they've been licensed.

14 So I think we can -- we can run through
15 these hopefully without it being too tedious, but I
16 apologize in advance if it is a little bit
17 mechanical. So I'm trying to go through them.

18 Church of God Home For Children. They
19 offer nontherapeutic care and they have an office
20 in the upstate, right?

21 A. Yes.

22 Q. And they've been licensed I think you
23 said for maybe ten years or so, is that ballpark
24 correct?

25 A. Yes.

1 Q. Okay. Connie Maxwell Children's
2 Ministries, they are also in the upstate. They
3 serve the upstate. They have an office in the
4 upstate, offer nontherapeutic foster care and
5 they've been licensed for several decades, is that
6 correct?

7 A. That is correct.

8 Q. Epworth Children's Home serve in the
9 upstate, have an office in the upstate, offer
10 nontherapeutic foster care and they've been
11 licensed for several years?

12 A. Several decades. And they also have
13 nontherapeutic and therapeutic.

14 Q. Okay. Growing Home Southeast. This is
15 over my notes are complete. I think they serve the
16 upstate. Do you know if they have an office in the
17 upstate?

18 A. They do not have an office in the
19 upstate, but they do work statewide.

20 Q. Okay. And they do both therapeutic and
21 nontherapeutic, is that right?

22 A. That's correct.

23 Q. And they've been licensed for 15 years
24 or so?

25 A. Or so, yes.

1 Q. Okay. Lutheran Services Carolinas.
2 They serve the upstate, they don't have an office
3 in the upstate, but they offer nontherapeutic and
4 therapeutic and they've been licensed for a couple
5 decades?

6 A. Correct.

7 Q. Okay.

8 A. Yes.

9 Q. Miracle Hill Ministries, which we've
10 talked about, they have an office in the upstate,
11 they do nontherapeutic foster care, they've been
12 licensed for several decades and they serve the
13 upstate?

14 A. Yes.

15 Q. New Foundations Home For Children, I
16 believe they serve the upstate, have an office in
17 the upstate, offer nontherapeutical foster care and
18 been licensed for several years, is that right?

19 A. Yes. That is correct.

20 Q. I think we're about halfway -- halfway
21 through the list. Thanks for hanging with me.

22 Nightlight Christian Adoptions serve
23 the upstate, have an office in the upstate,
24 nontherapeutic foster care, and they've been
25 licensed for several years?

1 A. They've been licensed for several years
2 as an adoption agency and only most recently added
3 foster care services to their list.

4 Q. Okay. Do you know when -- when they
5 were licensed as a CPA to be foster care?

6 A. It's probably been a couple of years,
7 not very long.

8 Q. Okay. Two to three, four years, that
9 ballpark?

10 A. That ballpark, yes.

11 Q. Okay. South Carolina MENTOR serve the
12 upstate. Do they have an office in the upstate, do
13 you know?

14 A. They do.

15 Q. Okay. They offer nontherapeutic foster
16 care, have been licensed for several decades --

17 A. Therapeutic --

18 Q. -- is that right?

19 A. Therapeutic and nontherapeutic services
20 are offered.

21 Q. Okay. South Carolina Youth Advocate or
22 SCYAP sometimes I think later referred to as, they
23 serve the upstate, they don't have an office in the
24 upstate, they do therapeutic and nontherapeutic and
25 they've been licensed for about 30 years, is that

1 right?

2 A. Yes.

3 Q. Okay. Southeastern Children's Home,
4 they serve the upstate. Do they have an office in
5 the upstate?

6 A. Southeastern, yes.

7 Q. Okay. They do nontherapeutic foster
8 care and it looks like they also have been licensed
9 for looks like about 40ish years. Does that sound
10 right?

11 A. Yes.

12 Q. Specialized Alternative For Family and
13 Youth, I think you said sometimes it's -- they go
14 by the acronym SAFY or SAFY?

15 A. SAFY.

16 Q. They serve the upstate, have an office
17 in the upstate, offer both therapeutic and
18 nontherapeutic and been licensed since the 1990s.
19 Is that all correct?

20 A. That is correct.

21 Q. Okay. Tamassee DAR School, if I'm
22 pronouncing that right, I think you said they
23 closed at some point in 2019. But prior to that,
24 and at least you said, into some part of 2019 they
25 were licensed as a CPA, is that --

1 A. That is -- that's correct.

2 Q. They do nontherapeutic foster care,
3 serve the upstate, they -- do you know if they have
4 an office in the upstate?

5 A. They did.

6 Q. Okay. The Bair Foundation has an
7 office in the upstate, serves the upstate, have
8 therapeutic and nontherapeutic foster care and
9 they've been licensed for about 20 years. Is that
10 all correct?

11 A. That's correct.

12 Q. Then -- let's see. Thornwell. Let's
13 see. Serves the upstate, office in the upstate,
14 nontherapeutic foster care and they've been
15 licensed for a number of years?

16 A. Um-hum. Yes.

17 Q. And then I think the last -- the last
18 one, this is one that I have written in, so -- from
19 your testimony -- so correct me here. I can't read
20 my own writing. Family Preservation? Is that --

21 A. Um-hum. Family Preservation Community
22 Services.

23 Q. Okay. So they serve the upstate. Do
24 they have an office in the upstate?

25 A. They serve statewide, but they do not

1 have an office in the upstate.

2 Q. Okay. They do nontherapeutic foster
3 care?

4 A. And therapeutic.

5 Q. And do you know ballpark how long
6 they've been licensed as a CPA?

7 A. It's been awhile, so certainly more
8 than ten years.

9 Q. Okay. I just wanted to -- for the ones
10 we just -- we just discussed, I think it's around
11 15 or 16 or so that at least serve the upstate,
12 some of them you said don't have an office here.
13 I'm trying to find an example.

14 Southeastern Children's Home, they
15 do --

16 A. Right.

17 Q. So let's use Southeastern as an
18 example. If -- if I wanted to be licensed as a
19 foster parent, I did a Google search for a foster
20 care agency in Greenville, South Carolina and I
21 think -- I just like the sound of that name, I
22 click on it. If I wanted to talk to and to apply
23 through that to DSS, how would I go about doing
24 that if they don't have an office?

25 A. You would -- sure. There is a main

1 for it. So I'll give you an example that like I'm
2 familiar with myself.

3 SCYAP, the South Carolina Youth
4 Advocate Program, they offer transportation
5 services to foster children through a contract with
6 DSS, is that right?

7 A. That is correct.

8 Q. So if a child -- a child in foster care
9 in Columbia needs to do a visit with his or her
10 biological family in Greenwood, SCYAP would send a
11 driver, transport the child there and back, that --
12 that's something that's funded -- that's separate
13 from CPA work, right?

14 A. Yes.

15 Q. Okay. So leaving that aside, let's
16 just talk about that the -- that the reimbursement
17 that a CPA received for doing CPA work. Is it
18 accurate to say that a CPA's expenses and efforts
19 to recruit foster parents is not in any way
20 reimbursed under or funded by state or federal
21 dollars, is that correct?

22 A. That would be correct.

23 Q. Say, for example, if -- if The Bair
24 Foundation took out a billboard on Bull Street in
25 Columbia that said South Carolina needs foster

1 parents, call Bair Foundation today, they would pay
2 somebody to do -- the ad agency for that billboard,
3 they would never get that expense reimbursed from
4 SCDSS or the federal government, would they?

5 A. That's correct.

6 Q. That they would not?

7 A. They would not submit an invoice for
8 reimbursement to DSS.

9 Q. Okay. Or if -- I'm trying to think of
10 another example. Let's say Connie Maxwell. Let's
11 say that they send someone to go visit the Rotary
12 Club in Hartsville to talk to the Rotary Club about
13 the need for foster parents. The time and the
14 expense, the salary of that person from Connie
15 Maxwell going to that, that's never reimbursed or
16 paid by state or federal funds, is it?

17 A. It is not.

18 Q. Let's pick a different one. How about
19 SCYAP. When someone comes to them and expresses
20 interest in being a foster parent and SCYAP helps
21 walk with them through the home study and make sure
22 they have got the fire extinguishers and the smoke
23 detectors and that sort of thing, the time and the
24 effort that SCYAP spends on that piece of it,
25 that's never reimbursed by the state or federal

1 government, is it?

2 A. Not for going and working with them at
3 their home. Now, the Department does cover the
4 cost for fire inspections. That is a separate
5 contract with -- that the state has with the
6 Department of Labor, Licensing and Regulation.

7 Q. Okay. But that's not -- the CPA
8 doesn't get funded for that?

9 A. That is correct. The CPA is not funded
10 nor are they submitting an invoice for any
11 reimbursements for that.

12 Q. So kind of up to that point in the
13 process, is it accurate to say that a CPA is never
14 reimbursed or funded for their recruiting and
15 screening activities, is that right?

16 A. That is correct.

17 Q. The only time a CPA starts getting
18 reimbursed for its work as a CPA is after the
19 foster parent or parents as a couple have been
20 licensed by SCDSS and after a child in foster care
21 has been placed by SCDSS into that home, is that
22 right?

23 A. That is correct.

24 Q. And at that point the CPA -- is it --
25 is it kind of like a per diem, daily rate or a

1 if you don't know, you don't know, but do you know
2 what that -- what that daily rate is that goes to
3 the CPA and what the daily rate is that goes to the
4 foster parent or parents?

5 A. I do not, no.

6 Q. Okay. If a foster child who had been
7 placed by SCDSS in a particular foster home, for
8 whatever reason, if that child -- let's say they
9 were reunited with their -- with their biological
10 family or for some other reason, for any reason
11 removed out of that foster home, the CPA at that
12 point would stop getting daily reimbursements
13 related to that child's placement, right?

14 A. Yes. It would end the day the child
15 left the home.

16 Q. Similar question. If a -- if a foster
17 parent or parents who are working with the CPA, if
18 for whatever reason they decided that they would
19 rather go and work directly with DSS or they
20 decided -- let's say maybe they moved to a new area
21 of the state, they wanted to switch to a different
22 CPA or they -- they just felt tired and burnt out
23 and they wanted to take a break from foster.

24 Under any of those scenarios when they
25 either moved to DSS, moved to a different CPA or

1 Q. So I guess what I'm wondering -- and,
2 again, I -- I recognize that it is not your policy,
3 it is not DSS's policy, you're quoting a
4 third-party's policy.

5 But to your knowledge, does Miracle
6 Hill serve all children in foster care without
7 regard to the children's race, color, national
8 origin, sex, age, religion, political beliefs or
9 disability?

10 A. I believe so. I mean, the
11 discrimination complaint was regarding the
12 applicants who would have been the adults, so
13 that's what this was addressing, the foster
14 parents, so I don't believe there was any
15 discrimination towards children.

16 Q. Okay. When earlier when you were being
17 asked questions about this letter and both SCDSS's
18 nondiscrimination policy and the nondiscrimination
19 requirement in the federal regulation that's quoted
20 in there, you said that someone's faith is
21 unrelated to their ability to be a good foster
22 parent, right?

23 A. Right. Yes.

24 Q. And Governor McMaster has never said
25 that anyone's faith is relevant to their ability to

1 marked as Exhibit 12. Let me know when you've got
2 that up in front of you.

3 A. Okay.

4 MR. RIDDLE: You said 12?

5 MR. COLEMAN: 12.

6 THE WITNESS: Okay. I have it.

7 BY MR. COLEMAN:

8 Q. Do you remember you looked at and
9 talked about this, you know, a little bit earlier,
10 this e-mail from Reid Lehman to someone named
11 R. Kimberly, who is at -- we believe based on this
12 e-mail address is at Southeastern Children's Home.
13 Do you remember looking at this earlier?

14 A. I do.

15 Q. So I'm going to -- I'm going to look
16 specifically at the third paragraph of that e-mail.
17 You've got the salutation to Robert and then the
18 third paragraph after that begins with the words
19 would you be willing. Do you see that paragraph?

20 A. Yes, I do.

21 Q. And that first sentence there which we
22 talked about earlier, it said -- it says, quote:
23 Would you be willing for me to tell him, referring
24 to Mike Leach, Southeastern Children Homes and your
25 board's expectation that you'll recruit only among

1 the churches of Christ, end quote.

2 Do you remember talking about that?

3 A. Yes.

4 Q. And I guess what I wanted to get a
5 little bit of clarity on, and again recognizing
6 that you didn't write the e-mail but you're looking
7 at it with fresh eyes just like we are, is what
8 exactly we can discern from that.

9 And here's what I'm trying to get at,
10 is do you agree all that that section says is
11 that -- and we'll even assume that Mr. Lehman's
12 understanding was correct. We don't know that to
13 be true. He's referring to his understanding. But
14 even let's assume it to be correct just for the
15 sake of argument.

16 All we can learn from that statement is
17 that Southeastern Children's Home doesn't recruit,
18 they do not actively or proactively go out to seek
19 foster parents other than from the churches of God.

20 Is that a correct statement of what
21 that sentence says?

22 A. My understanding, that that sentence
23 says they would only recruit among the churches of
24 Christ.

25 Q. So we don't know from this e-mail, at

1 least, whether Southeastern Children's Home would
2 work with someone outside the churches of Christ
3 who came to them and applied? We can't tell that
4 from this e-mail, can we?

5 A. We cannot.

6 Q. And you don't have any independent
7 knowledge apart from this e-mail that Southeastern
8 Children's Home refuses to work with people outside
9 of that denomination, do you?

10 A. I don't have any additional information
11 or knowledge.

12 Q. And the same is true in regard to
13 sexual orientation, we don't know from this e-mail
14 what Southeastern Children Home's policy is if they
15 were to receive an application or an inquiry from
16 an LGBT person or same sex couple, do we?

17 A. I do not.

18 Q. Let's look next at the document that
19 was marked as Exhibit 13. And let me know when
20 you've got that in front of you.

21 A. I will.

22 MR. RIDDLE: Give me just a second.

23 THE WITNESS: Okay. I have it.

24 BY MR. COLEMAN:

25 Q. So this is an e-mail chain. The top

1 e-mail is from someone named Beth Williams and it's
2 to Reid Lehman. We've already -- we've already
3 previously discussed who those folks are. Scroll
4 down to Page 2 --

5 A. Okay.

6 Q. -- of this e-mail chain.

7 A. Okay. I'm there.

8 Q. Okay. So toward the top of Page 2,
9 this e-mail chain, we are in the middle of an
10 e-mail from Reid Lehman at MiracleHill.org to Beth
11 Williams at Epworth.

12 So on Page 2, I want you to look at --
13 it's the first paragraph at the top of Page 2.
14 Mr. Lehman says, quote: Would you be willing for
15 me to tell him, that's referring to Michael Leach,
16 about Epworth and your denomination's expectation
17 that you'll recruit heterosexual couples, close
18 quote.

19 Did I read that accurately?

20 A. You did.

21 Q. Do you remember talking about that
22 sentence in particular a little bit earlier with
23 Miss Janson, the Plaintiffs' lawyer?

24 A. Yes.

25 Q. So I want to ask you a couple of

1 similar questions to the one we just looked at a
2 few minutes ago, the e-mail to Robert Kimberly that
3 was marked as Exhibit 12.

4 So this one is an e-mail from Reid
5 Lehman to Beth Williams. Again, let's assume for
6 the sake of argument that Reid Lehman's
7 understanding of Epworth's policy is correct. We
8 don't know that to be true. We don't know what
9 Epworth's policy is. But for the sake of argument,
10 let's assume that Reid's correct about it.

11 Even with that assumption, is it
12 correct to say that the only thing we can discern
13 from that sentence or from this e-mail chain is
14 that Epworth does not actively proactively go out
15 recruiting, seeking other than heterosexual
16 couples? Is it right to say that's -- that's the
17 only thing we can figure out from that sentence of
18 this e-mail?

19 A. Yes.

20 Q. And relatedly, we don't know whether
21 from this e-mail or elsewhere what Epworth would do
22 if they received an application from an LGBTQ
23 person or from a same sex couple who is interested
24 in inquiring or applying, we don't know what
25 Epworth would do, do we?

1 A. No, not based on this e-mail, we do
2 not.

3 Q. And we don't know if, for example,
4 Epworth got an inquiry from a couple and it didn't
5 disclose their genders or that they were in the
6 same situation, we don't know if Epworth tries to
7 find that information out or asks or we don't know,
8 maybe they have a -- they just don't even ask, they
9 don't care, we don't know that, do we?

10 A. I don't think on the initial inquiry
11 that's known, but certainly as they work with the
12 applicants that becomes known.

13 Q. Sure. We can -- we can presume that
14 once they meet them in person and do a home study,
15 they'll probably figure out whether they were a
16 same sex couple. But we don't know, do we -- if in
17 the home study if Epworth figures out that someone
18 is a married or unmarried same sex couple, we -- we
19 just don't know what Epworth would do. They might
20 just continue on the process and work with them,
21 right?

22 A. That's true.

23 Q. And then let's take a look at Exhibit
24 14. Let me know when you've got that.

25 A. Okay. I have it.

1 kind of looked a little bit more precisely at what
2 they say and maybe more importantly what they don't
3 say, is it -- is your testimony from earlier
4 accurate that to your knowledge both in 2018 when
5 you wrote that letter to Miracle Hill regarding the
6 licensure and since then, that to your knowledge
7 other than Miracle Hill you are not aware of any
8 CPAs who will not work with foster parents or
9 prospective foster parents outside a particular
10 religion or outside of a particular sexual
11 orientation or marital status?

12 A. I'm not aware.

13 Q. And I recognize that was a very long
14 runoff sentence and I appreciate you hanging with
15 me through that. Give me just a moment. We can
16 stay on the record. I want to flip through my
17 notes and see if there is -- there might be one or
18 two more things to ask you about, but I think -- I
19 think we're drawing near to the end.

20 A. Okay.

21 Q. You said there have been instances in
22 the past where SCDSS has done community outreach,
23 I'll call it, for lack of a better term, community
24 outreach or awareness work or interest-generating
25 work at the request of a religious organization or

1 are LGBTQ+, everybody is welcome to participate in
2 the system, would you agree that that's an ideal
3 scenario?

4 A. I would agree.

5 Q. Would you agree that certain CPAs are
6 especially good at leveraging their own ties either
7 to their geographic community or to their faith
8 community in getting folks from either that area or
9 from that group to be interested in and apply to be
10 foster parents?

11 A. I would agree. And I think it's also
12 related to personal relationships with the
13 community at large and locally that we are able to
14 cross on lines and genders for people who want to
15 foster groups of people from different spectrums,
16 so I think that's really important for the children
17 that we're serving.

18 Q. So, for example, to my knowledge there
19 is not a specifically Jewish CPA that does, you
20 know, outreach to the Jewish communities across the
21 state. But if there were, do you agree that that
22 agency might be more effective than DSS when it
23 comes to reaching members of the Jewish community
24 of South Carolina and encouraging them and making
25 them willing and interested in becoming foster

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit C

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Shaneka McDaniel-Oliver

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION
Case No. 6:19-cv-01567-TMC
-----x
EDEN ROGERS and BRANDY WELCH,
Plaintiffs,
-against-
UNITED STATES DEPARTMENT OF HEALTH
AND HUMAN SERVICES;
XAVIER BECERRA, in his official
capacity as Secretary of the UNITED
STATES DEPARTMENT OF HEALTH AND HUMAN
SERVICES;
ADMINISTRATION FOR CHILDREN AND
FAMILIES;
JOOYEUN CHANG, in her official
capacity as Assistant Secretary of
the ADMINISTRATION FOR CHILDREN AND
FAMILIES;
JOOYEUN CHANG, in her official
capacity as Principal Deputy
Assistant Secretary of the
ADMINISTRATION FOR CHILDREN AND
FAMILIES;
HENRY McMASTER, in his official
capacity as Governor of the
STATE OF SOUTH CAROLINA; and
MICHAEL LEACH, in his official
capacity as State Director of the
SOUTH CAROLINA DEPARTMENT OF SOCIAL
SERVICES,
Defendants.
-----x
July 8, 2022
DEPOSITION OF SHANEKA McDANIEL-OLIVER

1 out of the scope.

2 Q. So generally, when these change
3 orders are issued, substantively they are
4 all the same?

5 A. Typically if you have a bunch
6 of providers that is kind of doing the
7 same thing, they are typically going to
8 be the same. If you looked at Miracle
9 Hill and you looked at another provider,
10 there is typically they look the same.

11 Q. So if you look sort of in that
12 first box in the middle of the page, that
13 says, "This contract will be extended to
14 July 1st, 2021 through June 30th, 2022.
15 SCDSS will remove the administrative rate
16 effective July 1st, 2021 at Miracle
17 Hill's written request not to receive
18 these funds. A change to the scope of
19 work has been listed on page 2."

20 Did I read that correctly?

21 A. You did.

22 Q. Does the fact that DSS removed
23 the administrative rate at Miracle Hill's
24 written request not to receive those
25 funds, does that mean this change was

1 unique to Miracle Hill only?

2 A. This change is unique to
3 Miracle Hill only.

4 Q. And no other CPA asks not to
5 receive that administrative rate?

6 A. No other CPA asked, but if they
7 did, we would have done the same thing.

8 Q. And has DSS ever received a
9 request to remove the administrative rate
10 before for a non-therapeutic CPA?

11 A. Not that I am aware of or that
12 I have seen or researched when I looked
13 back, no.

14 Q. Do you know whether or does DSS
15 know whether Miracle Hill receives any
16 other funds from the State or the Federal
17 Government outside of this administrative
18 rate?

19 MR. COLEMAN: Objection to the
20 form of the question. It's outside of
21 the scope of the witness and one
22 that's already been answered in
23 written correspondence with counsel.
24 So I will instruct the witness not to
25 answer.

1 therapeutic. Those are the only two
2 differences that you would have in a
3 rate.

4 Q. I see, okay. That was very
5 clear, thank you. And one other
6 question. If a CPA was refusing to
7 conduct home studies to get any families
8 licensed, would that CPA be in compliance
9 with the requirement that it have
10 families available for placement?

11 A. So, again, I think for the
12 contract, it says contractor must make
13 foster homes for placement of children
14 approved. So we expect CPAs to have
15 those foster homes. If there was
16 something going on with the licensing
17 process, that's before we would actually
18 get involved. That's a licensing
19 standard and regulation.

20 Q. So if for whatever reason none
21 of a CPA's families were getting licensed
22 and the CPA was causing that, would that
23 put that CPA in breach of the contract?

24 A. So there is no recruitment,
25 there is no recruitment and pieces in

1 there, because we only pay when the kids
2 are placed. So if, just throwing it out
3 there, if a CPA is not doing that, then
4 they are not going to get that
5 administrative rate. So I don't know how
6 that would be a breach of contract,
7 because there is no recruitment piece in
8 there. It is to make homes available.
9 And once you get those homes training and
10 support them and have that one-on-one
11 mentoring, there are different things,
12 but that is after they have been
13 licensed.

14 So if you didn't do anything, I
15 think the CPAs are hurting themselves by
16 not actually doing what the contract is.
17 So I don't know if that would qualify as
18 a breach of contract because we don't
19 have a recruitment piece in there. We
20 don't pay for recruitment at all.

21 Q. But if a CPA was not getting
22 any families licensed, would they not be
23 satisfying the requirement of making
24 homes available?

25 A. So if the CPA wasn't getting

1 Q. You have had many conversations
2 with your colleagues?

3 A. I have.

4 Q. You and I have met several
5 times over a period of many weeks?

6 A. We have.

7 Q. For many, many hours? Perhaps
8 more than you would have wished; is that
9 right?

10 A. Yes.

11 Q. Many hours.

12 A. Many hours, yes.

13 Q. Prior to 2019, when DSS first
14 entered a contract for the provision of
15 non-therapeutic foster care services,
16 there were CPAs providing non-therapeutic
17 services, right?

18 A. That is correct.

19 Q. And they were licensed by DSS?

20 A. They are licensed by DSS.

21 Q. But prior to that time, there
22 wasn't a contract specifically for
23 non-therapeutic services for them to get
24 reimbursed?

25 A. That is correct.

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit D

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

SCDSS Contract with Miracle Hill

EMERGENCY CONTRACT
BETWEEN
THE SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES
AND
MIRACLE HILL MINISTRIES INC

CONTRACT NUMBER: 4400021038

FOR THE PURCHASE AND PROVISION OF Statewide support for non-therapeutic foster families that serve children of all ages. This contract is entered into as of January 1, 2019 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina 29202-1520 hereinafter referred to as "SCDSS" and, Miracle Hill Ministries Inc, PO Box 2546, Greenville, SC 29602, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, The Provider meets applicable standards as a provider of services specified herein.

WHEREAS, It is the intent of the South Carolina Department of Social Services (SCDSS) to contract with currently licensed Group Homes, who are also licensed Child Placing Agencies (CPAs), to support non-therapeutic foster families that serve children of all ages.

WHEREAS, This is an emergency contract intended to enable SCDSS to immediately utilize CPAs to facilitate the placement of children in foster care, and is offered for the limited purpose of enabling SCDSS to fill this need in the interim until the full solicitation is available.

NOW THEREFORE, the parties to this contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

**ARTICLE I
CONTRACT PERIOD**

The emergency contract must take effect as of January 1, 2019 and must continue in full force and effect through June 30, 2019. The services described herein must be provided throughout the entire contract period either through funds made available by this contract or by other funds. This contract is effective between the parties as of the effective date specified herein.

**ARTICLE II
STATEMENT OF WORK**

1. The emergency contract is to assist with group home diversification.
2. Contractor must support non-therapeutic foster homes.
3. Homes are needed to serve the following population: children of all ages who have been abused, neglected, threatened with harm, experienced trauma, must have grown up in dysfunctional families, been exposed to domestic violence, or have experienced multiple placements.

**ARTICLE III
CONTRACTOR RESPONSIBILITIES**

1. Contractor must make foster homes available for placement of a child upon receiving an approved license.
2. Contractor must provide training and support to foster families for a wide range of children in care to account for variations in age, developmental status, disciplinary issues, cultural sensitivities, and provide timely and appropriate responses to potentially disruptive situations. Contractor must ensure foster homes are able to receive support twenty-four hours per day, seven days per week.
3. ~~Contractor must assist foster families, pursuant to SCDSS regulations, in working with birth families (including immediate and extended family) to achieve positive permanency alternatives: reunification, adoption, legal guardianship, permanent custody, kinship care or other planned living arrangements for the child.~~
4. Contractor must provide on-going support services. Support services must include but are not limited to:
 - a. one-on-one mentoring (making experienced foster families available to advise new foster families)
 - b. conferences and seminars for licensed foster families
 - c. respite care between licensed foster families
 - d. resource sharing (accepting contact information from foster families with cribs, beds, car seats, clothes, etc. to donate and sharing the contact information with foster families needing those items)
5. Contractor must provide intake referral services twenty-four hours per day, seven days per week.

Contractor's Responsibilities pertaining to matching and recommendations

- A. The SCDSS retains authority for all (initial and subsequent) placement decisions. The SCDSS must provide the Contractor with pertinent information on children in its care, and the Contractor must identify foster families that are best matched to each child/youth. The Contractor will then notify the SCDSS on the specifics of the home in order for DSS to coordinate placement of the child/youth in the foster home.
- B. Due to Federal Child Welfare National Standards of Placement Stability, Contractors must not move a child (youth) from one home to another without SCDSS prior written authorization, nor to a foster home that is outside of the previous county of residence and/or outside of the previous school district (during the middle of a school year) without SCDSS prior written authorization. SCDSS must have the sole authority to move or approve the Contractor to move a child from one home to another. The child must not be moved for any reason unless a safety or emergency arises and Contractor must contact SCDSS within 24 hours of the event.

Contract Monitoring and Corrective Action Plans

- A. At any time, SCDSS and/or appropriate federal agencies must deem necessary, Contractor must make all program records and service delivery sites open to DSS to perform program reviews. SCDSS must have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of service delivery, and to conduct on-site reviews of all matters relating to service delivery as specified by this contract.
- B. Monitoring reviews must describe issues in internal contract and/or program compliance. Within 15 business days of receiving notification of issues, the Contractor must submit a corrective action plan to address the issue, indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required.

Reporting Requirements

Reports must be submitted as follows:

Monthly reports from January 1, 2019 through and including March 31, 2019 must be submitted within 20 business days of the execution of this contract. Subsequent monthly reports from April 1, 2019 through and including June 30, 2019 must be submitted within 5 business days following the service month and must include the following:

- Total number of licensed foster homes as of the last calendar day for the previous reporting month
- Names of newly licensed foster homes for the previous reporting month
- Names of closed licensed foster homes for the previous reporting month
- Number of homes with foster care placements at any point during the previous reporting month
- Number of children placed at any point during the previous reporting month
- List of support services provided by home for the previous reporting month (i.e., one-on-one mentoring, resource sharing, etc.)

Reports must be filed as follows, and the Contract Monitor shall forward all reports to the program areas within 24 hours of receipt of the reports:

**South Carolina Department of Social Services
Attention: Contract Monitoring
1628 Browning Rd
Columbia, SC 29210**

**ARTICLE IV
SCDSS RESPONSIBILITIES**

SCDSS agrees to purchase from the Contractor and to pay for the services provided pursuant to this contract in the manner and method herein stipulated:

A. Payment for Allowable Expenditures Only

SCDSS will make payment only for allowable expenditures reasonably and necessarily incurred by the Contractor in the course of providing services pursuant to this Contract. Payment by SCDSS for services provided pursuant to this contract constitute payment in full to the Contractor and the Contractor must not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as must otherwise be allowed under the federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section must be grounds for termination of this Contract, and reimbursement for any services to clients made after such collection or attempt to collect must be denied by SCDSS, and must be subject to recoupment for any client payment made.

B. Limit on Total Reimbursement

SCDSS will reimburse the Licensed Regular Child Placing Agency under this emergency contract a monthly rate of \$300 per child (or \$10 per child if less than 30 days in a given month). Please note the day of discharge is not a billable day.

TOTAL FUNDS: \$239,075

**ARTICLE V
REIMBURSEMENT PROCEDURES**

A. Request for Reimbursement

Invoicing for payment of all invoices from January 1, 2019 through and including March 31, 2019 must be submitted within 20 business days of the execution of this contract. Any invoices or fees previously paid prior to the execution of this contract, via any payment system, must not be resubmitted for payment. Invoicing for payment of all subsequent invoices from April 1, 2019 through and including June 30, 2019 must be submitted within 5 business days following the service month and must be submitted on the form provided by SCDSS. Invoices submitted on any other form will not be processed and will be returned to contractor. Completed, signed invoices can be submitted via the following two methods:

Scanned/emailed (preferred method) to VendorInvoice@dss.sc.gov

US Mail to: South Carolina Department of Social Services
Attn: Program Development, Room 502
PO Box 1520
Columbia, SC 29202-1520

B. Form of Report or Request

Requests or reports must be filed upon the designated form to be provided by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form.

**ARTICLE VI
AUDITS AND RECORDS**

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, GAO, DHHS, and any other appropriate federal agency and/or the designee of any of the above must deem necessary, the Contractor must immediately make available for examination all records of the Contractor with respect to all matters covered by this contract. The must permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with Contractor clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of contract termination/expiration, this Article and the terms hereunder must continue to apply until the action is completed and the issues are resolved.

A. AUDIT REQUIREMENTS

The Contractor agrees that it must comply with all federal and/or state audit requirements.

1. Private for Profit

Private for Profit sub-recipient organizations that receive \$750,000 or more in federal financial assistance from SCDSS in a fiscal year must obtain an annual audit conducted in accordance with Uniform Guidance 2 CFR, Part 200, and Subpart F - Audit Requirements.

2. Audits of States, Local Governments and Non-Profit Organizations

States, local governments and nonprofit sub recipient organizations (both private and public) that expend \$750,000 or more in federal financial assistance from all sources in a fiscal year must have a single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements.

3. Additional Audit Requirements - State Funds

Organizations that receive more than \$75,000 in state funds from SCDSS in a fiscal year are required to obtain an annual financial audit. This Audit must be performed in accordance with auditing standards and generally accepted accounting principles as defined by the AICPA.

4. Filing Audit Reports

Each organization required to have an audit must supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and Contractor's corrective action plan to the South Carolina Department of Social Services,

Office of Internal Audit, Post Office Box 1520, Columbia, South Carolina 29202-1520, within fifteen (15) calendar days of the receipt of such report.

5. Working Papers

Working papers are to be retained by the audit firm and must be available for examination by SCDSS or its designee for at least three (3) years following the issuance of the audit report to the auditee. Retention of working papers beyond three (3) years is required where questioned costs and/or practices have not been resolved with SCDSS.

B. CORRECTIVE ACTIONS PLANS

When the audit describes issues or matters of concern in Internal Controls and/or Program compliance, the Contractor must submit a corrective action plan to eliminate the weaknesses, while indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or in the alternative, submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final audit report/management letter. Corrective action must be initiated within 45 days of the receipt of the audit report and proceed as rapidly as possible. In the event that an audit report contains audit exceptions or disallowances, it is agreed that the following procedures must be used in making the appropriate audit adjustment(s):

1. Notice of Exception and Disallowances

SCDSS must furnish the Contractor with written notice containing the adjustment for each exception. Such notice must state the total sum disallowed and that payment is due to SCDSS in the full amount within thirty (30) days after the receipt of notice. Notice will be sent to the Contractor by certified mail. Audit exceptions or disallowances must be accepted as final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment must be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

2. Disallowances - Appeals

In the event the Contractor disagrees with the audit exceptions and disallowances, they must seek relief in accordance with Article VIII Appeals Procedures.

3. Disallowances Sums, Set-Off

Any provision for contract resolution notwithstanding, SCDSS is authorized to recoup at any time after receipt of the notice of disallowances any funds owed to SCDSS. The means of recoupment must be by withholding and/or offsetting such funds for which SCDSS must be obligated to the Contractor under this or any previous and/or future contracts. Provided, however, if the Contractor can demonstrate that such withholding or set-off would constitute a serious hazard to the quality of services, SCDSS must, in its sole discretion, grant

such repayment terms as must be determined by SCDSS to be consonant with sound business practice.

4. Interest Provision/Repayment (for Disallowed Amounts)

The Contractor must pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The Contractor must request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the Contractor's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS must agree in writing to permit the Contractor to repay pursuant to an installment payment schedule. The interest rate imposed by SCDSS is the legal interest rate per S.C. Code, Section 34-31-20(B).

5. Audits During and After the Contract Period

The provisions of this Article must apply to audits commenced during the contract period and audits commenced after termination of this contract and for a period of three (3) years thereafter.

C. ACCURACY OF DATA AND REPORTS

The Contractor agrees that all statements, reports, and claims, financial and otherwise, must be certified as true, accurate, and complete, and the Contractor must not submit those claims, statements, or reports which they know, or has reason to know, are not properly prepared or payable pursuant to federal and state laws, applicable regulations, this contract, and SCDSS policy.

1. Maintenance of Records

The Contractor must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this contract and all applicable laws, regulations, and policies. The Contractor must keep one (1) copy of the OMB approved Data Collection Form. The Contractor further agrees to retain all financial and programmatic records, supporting documents, and statistical records under this contract for a period of three (3) years after the expiration of this contract. Property and equipment records must be maintained until three (3) years after transfer, replacement, sale, or junking of the item. If any audit, litigation, claims, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues.

**ARTICLE VII
TERMINATION OF CONTRACT**

A. Termination for Lack of Funds

Funds for this Contract are payable from State and/or Federal appropriations. In the event the SCDSS determines that sufficient appropriations are not made to pay the obligations under the Contract the SCDSS must terminate the Contract. Termination must be effective without penalty or termination costs. SCDSS must have the sole responsibility for determining the availability of such federal, state, and local funds.

B. Termination for Breach of Contract

This Contract must be canceled and terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligation hereunder.

C. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract must be cancelled or terminated by SCDSS at any time within the Contract period if the Contractor, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to the SCDSS for audit disallowances pursuant to any previous Contract between the parties.

D. Notice of Termination

In the event of any termination of this Contract under this Section, the party terminating the Contract must give notice of such termination in writing to the other party. Notice of termination must be sent by certified mail, return receipt, unless otherwise provided by law; provided, however, if terminated pursuant to sections A, D, and/or F, said termination must be effective upon receipt of such notice.

E. Termination for Failure to Meet Conditions for Contract Continuation

This Contract must be terminated effective any date that the Contractor fails to meet the specified condition for Contract continuation imposed as a result of monitoring, review, or audit findings.

F. Termination in Best Interest of the SCDSS and/or Client

The SCDSS has the right to terminate this Contract if it decides that termination is in the interest of the SCDSS and/or its clients.

G. Termination for Convenience

This contract award must be terminated at any time by SCDSS for convenience, such reason being within the sole discretion of SCDSS. SCDSS must give thirty (30) days' notice of termination to the Contractor in writing.

The Contractor must terminate the contract for convenience upon 30 days written notification to SCDSS, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the contract to be terminated. However, if, in the case of a partial termination, SCDSS determines that the remaining portion of the contract will not accomplish the

purposes for which the contract was made, SCDSS must terminate the contract in its entirety. This determination is within the sole discretion of SCDSS.

**ARTICLE VIII
APPEALS PROCEDURES**

In the event the Contractor believes itself aggrieved by actions of S.C. pursuant to terms of this contract, the Contractor must request resolution of the matter pursuant to S. C. Code Ann §§11-35-4230 (Supp.1999).

**ARTICLE IX
COVENANTS AND CONDITIONS**

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Contractor agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.

8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
 9. Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 C.F.R., PART 164.502(e), 164.504(e), 164.532(d) and (e).
- B. Safety Precautions. SCDSS assumes no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. The Contractor is expected to take necessary steps to insure or protect itself and its personnel. The Contractor must comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.
- C. Titles. All titles used herein are for the purpose of clarification and reference only.
-
- D. Attorney's Fees and Legal Services. No attorney-at-law must be engaged through the use of any funds provided by SCDSS pursuant to the terms of this contract. Further, with the exception of the attorney's fees awarded in accordance with S.C. Code Ann. §§15-77-30 (1976, as amended), SCDSS must under no circumstances become obligated to pay attorney's fees or the cost of legal action to the Contractor. The Contractor must and will pay attorney fees to SCDSS as the court must adjudge reasonable in addition to the amount of judgment and costs.
- E. Restrictions on Lobbying. In accordance with 31 U.S.C. 1352, funds received through this contract must not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.
- F. Integration and Amendment. This Contract must be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment must have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto must have any force or effect, unless embodied in a written contract executed and approved by both parties or added as an attachment specifically authorized in this contract.
- G. Background Checks. For all employees, contractors, subcontractors, or persons who perform duties for SCDSS under this contract the Contractor, to include volunteers or any unpaid persons who could potentially have direct contact with children in care, contractor must perform background checks to include FBI fingerprint check, SLED check, state and national sex offender registry check, and a Central Registry check. These checks must be performed prior to an employee, contractor, subcontractor, volunteer, or person performing duties for SCDSS under this contract. No employee, contractor, subcontractor, volunteer, or person must perform work for SCDSS under this contract unless all required background checks are clear. A breach of this term is a material breach and must result in termination of the contract for cause, in addition to all other legal and equitable remedies available to the state.

- H. Non-Waiver of Breach and/or Rights. The parties agree that the execution and any performance of any provision of this contract, or the continued payment of Contractor by SCDSS, must in no way affect the right of SCDSS to enforce the provisions of this contract. Nor must the waiver by SCDSS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All rights or obligations are hereby preserved, protected, and reserved.
- I. Severability and Conformity with Law. The provisions of this contract and performance hereunder are subject to all laws, regulations, ordinances, and codes of the federal, state, and local governments. All terms of this contract must be construed in a manner consistent with the aforesaid; and should any of the terms hereof conflict with any of the aforesaid, then the terms must be deemed modified to conform therewith; and the remaining provisions of this contract must not be invalidated. The Contractor agrees to comply with all the aforesaid laws and regulations as must be promulgated during the term of this contract.
- J. Federal or State Law and Regulation. Reference to or attached copies of Federal or State regulations or law are believed to be the most current, but it is the Contractor's responsibility to obtain updates, amendments, or other changes of these.
- K. Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this contract must be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".
- L. Reporting of Fraudulent Activity. If at any time during the term of this contract, the Contractor becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS, a recipient of or applicant for services, an employee of the Contractor or SCDSS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information must be reported by the Contractor directly to SCDSS.
- M. Incorporation of Schedules/Appendices. All schedules or appendices attached to this contract are expressly made a part hereof and incorporated by reference. Whenever this contract sets a higher standard than contained in a schedule or attachment, the standard set in the body of the contract must prevail.
- N. Insurance. The Contractor agrees to obtain and keep in effect comprehensive insurance which must be required by law and prudent business practices for its operations.
- O. Disclaimer. Contractor understands and agrees that SCDSS disallows and disclaims all responsibility for any liability for losses, damage, claims, demands, or costs from third parties asserted against it as a result of operations performed by the Contractor herein in the performance of this agreement; and, the Contractor acknowledges and agrees that it is an independent Contractor and does not act as an agent, servant, or employee of SCDSS or the State of South Carolina in the performance of this contract.
- P. Hold Harmless. The Contractor must hold and save SCDSS, its officers, agents, and employees harmless from liability of any nature or kinds, including costs and expenses, for or on account of any

suits initiated or injury or damages sustained by any persons or property resulting in whole or in part from the negligent or intentional acts or omissions of any employee, agent, or representative of the Contractor. This Provision must not apply to any S.C. State Agency, the Federal Government, or another state.

Q. S.C Law Clause. Upon acceptance of the emergency contract, contractor must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Contractor agrees to subject itself to the jurisdiction and venue of Richland County, South Carolina, and processes of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

R. Procurement Codes. When applicable, contractor must comply with the terms and conditions of both federal and state procurement codes in the acquisition of equipment and supplies and in all subcontracts.

S. Security and Confidentiality of Sensitive Information

Contractor agrees to be fully responsible to SCDSS for the security of the storage, processing, compilation, and transmission of all personally identifying and other confidential client data supplied to it by SCDSS, and of all equipment, storage facilities, transmission facilities on or from which any such data is stored, processed, compiled, or transmitted.

1. Contractor agrees that it will not access, use, or disclose such data supplied by SCDSS beyond its limited authorization under this agreement or for any purpose outside the scope of this agreement.
2. Contractor agrees that it will protect such data in a secure environment and ensure that its computer site(s) and related infrastructure will have adequate physical security and that in situations such as remote terminals or other office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment must receive the highest level of protection and must be consistent with Internal Revenue Service publication requirements on alternate work sites. Contractor agrees that it will not allow any such data supplied to it by SCDSS to be held on mobile, remote, or portable storage devices.
3. Contractor agrees that it will protect the confidentiality of such data in accordance with the requirements of all applicable state and federal laws, regulations, standards, and guidelines, as well as all applicable industry standards, including, but not limited to, Internal Revenue Service requirements, federal information processing standards, the federal Privacy Act, Payment Card Industry (PCI) data security standards, and functional and assurance requirements for the operating security features of its systems.
4. Contractor agrees that it will ensure that appropriate background checks are performed on each employee/agent/sub-contractor to whom it grants access to any such data; that it will ensure that an appropriate and effective authorization process for user access is maintained; that it will ensure that each of its employees and agents to whom data is disclosed is notified in writing of the confidentiality and security requirements of this agreement and of criminal and civil sanctions under applicable laws; and that it will notify SCDSS immediately in writing if the

relationship ends between Contractor and any employee/agent/subcontractor to whom it granted access or who obtained access to any SCDSS data.

5. Contractor agrees that, in the event of any unauthorized disclosure or loss of such data supplied to it by SCDSS, it will immediately notify SCDSS of the extent of the breach of security, the reason therefore, the sources, the affected data, and mitigation actions. The parties agree that the actual harm to a third party caused by a security breach is difficult to estimate, and that a reasonable forecast of just compensation is for the Contractor to provide to such individual: (1) timely and adequate notice of the facts surrounding the compromise of information; (2) actual damages sustained by the individual as a result of the breach and any prescribed or ordered damages; and (3) two (2) years of credit monitoring services, at no cost to such individual.
 6. ~~Contractor agrees that, prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, zip drives, and any other media used in containing sensitive data supplied to it by SCDSS, must be destroyed in compliance with federal and industry legal and standard operating procedures standards to sufficiently ensure that data is non-recoverable, prior to disposal of any such media, equipment, data holders. All hardcopy records that contain sensitive data must be disposed of through a cross cut paper shredder or equivalent secure destruction process.~~
 7. Contractor agrees that, prior to any disclosure of data or information supplied to it by SCDSS, regardless of instance or whether court-ordered, legally mandated, or otherwise, it will timely notify SCDSS in writing of its intent to disclose and secure the prior written permission of SCDSS before disclosing.
- T. Subcontracts, Employees and Non-Assignability. No services required to be provided under this contract must be provided to a recipient by anyone other than the contractor, an employee or a volunteer of the contractor. **Unless otherwise expressly authorized in writing, no sub-contracts for the provision of services must be entered into by the contractor.** Authorized subcontracts under this contract must be in writing and must be subject to the terms of the contract. The contractor must be solely responsible for the performance of any subcontracts. All subcontracts must be submitted to SCDSS for written prior approval before any reimbursement is made or services rendered. No assignment of this contract or any rights hereunder must be valid without written consent of SCDSS.
- U. Suspensions and Debarment. The Contractor certifies by its representative's signature to this Contract Agreement that neither the Contractor nor any of its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. The Contractor agrees to and must inform SCDSS immediately if at any point it is suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If at any point the SCDSS and/or the State of South Carolina determines that the Contractor knowingly or in bad faith rendered an erroneous certification and/or that either the University/provider or any of its principals are suspended or debarred, then, in addition to other remedies available to the SCDSS, the SCDSS must terminate this Contract Agreement immediately and, upon such termination, the provider agrees to and must, within thirty (30) days, return to the SCDSS all funds paid to it under this Contract.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

V. Civility. It is a material term to the State's acceptance of this emergency contract that the Contractor must engage in prompt and courteous written and oral communication, and must work to promote respect, civility, and courtesy due to all parties of this agreement, as well as those who assist them. Further, Contractor warrants it must ensure its employees, subcontractors, and representatives must maintain fairness, integrity, and civility in all written and oral communications.

W. Media Response Protocol. If a Contractor receives a request from a member of the media, or from someone on behalf of the media, and that request is arising out of, or has any connection to, a child in SCDSS custody, the Contractor must incorporate the following into its response process:

1. Contractor must immediately notify the SCDSS Office of Communications and Public Affairs of the request;
2. Contractor must not release public statements affecting, or having any relation to, children who are currently in SCDSS custody, or who have been within SCDSS custody, prior to notice and approval for such statements by SCDSS;
3. Contractor must send a proposed response to the SCDSS Office of Communications and Public Affairs (OCPA). Contractor agrees that SCDSS must have sole approval authority over any communication Contractor proposes to release.

Z. Copyrights, Trademarks and Service Marks. With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights, trademarks and service marks in such work.

IN WITNESS WHEREOF, The SCDSS and the Contractor, by their authorized agents, have executed this contract as of the first day of _____, 20__.

SOUTH CAROLINA DEPARTMENT OF
SOCIAL SERVICES "SCDSS"

"CONTRACTOR"

BY:


Barbara Derrick
Deputy Director of Administration

BY:


Authorized Representative

3/29/19

Karen Busha, VP
Children's Ministries MHM

DATE: _____

DATE: 3-28-19

Regular CPA Administrative Fee Payment Request

Provider Name	Service Month/Year
Provider Address	Contract Number:
FEIN	


Total Reimbursement Request : _____

Provider Signature: _____ Date: _____

<u>DSS Use Only</u>	
Authorized Signature: _____	Cost Center: _____ Functional Area: _____
Authorized Signature: _____	GL: _____
	Amount: _____

Instructions for completing the Regular CPA Administrative Fee Payment Request

1. Complete all Provider Information listed at top of Payment Request.
2. List the name of the foster home as it appears on the license.
3. List the DSS foster home license number.
4. List children in care for the reporting month only. The first page of the payment request can be duplicated as many times as needed.
5. Please verify child's legal name and date of birth.
6. Placement dates are the dates the child was in the home for the billing month.
7. Complete one of the two columns for the number of days in the foster home for the reporting month.
8. Payment request must be signed and dated.
9. The completed payment request can be emailed to VendorInvoice@dss.sc.gov.

	<h1>State of South Carolina</h1> <h2>Change Order #2</h2>	Contract Number : 4400021038 Date Issued : May 18, 2020 Procurement Officer : Elizabeth M. Muenzenberger Phone : 803-898-1844 E-Mail Address : 1535 Confederate Avenue Address : Columbia, SC 29202

DESCRIPTION: Statewide support for non-therapeutic foster families that serve children of all ages.

USING GOVERNMENTAL UNIT: South Carolina Department of Social Services

CONTRACTOR'S NAME AND ADDRESS: Miracle Hill Ministries
 P.O. Box 2546
 Greenville, South Carolina 29602

TYPE OF CHANGE:

- Change to Contract Scope of Work
- Change to Contract Pricing Pursuant to Existing Contract Clause.
 Clause Name _____, Clause No. _____
- Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- Other Change

IMPORTANT NOTICE:

- Change Order: Contractor is required to sign this document and return 1 copies to the procurement officer named above by the following date: 6/22/2020.
- Contract Modification: Contractor /is required to acknowledge receipt of this document in writing by the following date: _____ . Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION: To amend the emergency contract to extend the end date.

This change order extends the end date to June 30, 2021. This is an emergency contract intended to enable SCDSS to immediately utilize CPAs to facilitate the placement of children in foster care and is offered for the limited purpose of enabling SCDSS to fill this need in the interim until the full solicitation is available.

**ARTICLE IV
SCDSS RESPONSIBILITIES**

B. Maximum Limit on Total Reimbursement


SCDSS will reimburse the Licensed Regular Child Placing Agency under this emergency contract a monthly rate of \$300 per child (or \$10 per child if less than 30 days in a given month). Please note the day of discharge is not a billable day.

TOTAL FUNDS: \$956,300.00

All remaining terms and conditions of this Emergency Contract remain unchanged and in full effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER ON BEHALF OF CONTRACTOR: By: <u> Karen Busha </u> <small>Digitally signed by Karen Busha Date: 2020.05.19 11:57:00 -04'00'</small> (authorized signature) <u> Karen Busha </u> (printed name of person signing above) Its: _____ (title of person signing above) Date: <u> 05/19/2020 </u>	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL ENTITY: By: <u> Don Grant </u> <small>Digitally signed by Don Grant Date: 2020.06.29 09:42:28 -04'00'</small> (authorized signature) <u> Don D. Grant </u> Its: <u> CFO </u> Chief Financial Officer Date: <u> 6.29.2020 </u>
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CHANGE ORDER (AUG 2004)

	State of South Carolina Change Order# 3	Contract Number: 4400021038 Date: 8/17/2020 Procurement Officer: Elizabeth M. Muenzenberger Phone: 803-898-1844 E-Mail Address: Elizabeth M. Muenzenberger Address: 1535 Confederate Avenue Columbia, SC 29201
		(Empty space for additional contract details)

DESCRIPTION: Statewide support for non-therapeutic foster families that serve children of all ages.

USING GOVERNMENTAL UNIT: South Carolina Department of Social Services

CONTRACTOR'S NAME AND ADDRESS: Miracle Hill Ministries

P.O. Box 2546
 Greenville, South Carolina 29602

TYPE OF CHANGE:

- Change to Contract Scope of Work
- Change to Contract Pricing Pursuant to Existing Contract Clause.

Clause Name:

Clause No.:

- Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- Other Change

IMPORTANT NOTICE:

- Change Order:** Contractor is required to sign this document and return **one (1)** copies to the procurement officer named above by the following date: **8/31/2020** Signed copy may be returned by email.
- Contract Modification:** Contractor is required to acknowledge receipt of this document in writing by the following date: _____ Signed copy may be returned by email.

Contractor does not indicate agreement with change simply by acknowledging receipt.

<p>DESCRIPTION OF CHANGE / MODIFICATION:- (Attach additional pages if necessary)</p> <p>Contract No. 4400021038 is amended as follows:</p> <p>Change to Scope of Work as listed on Page 2.</p> <p>Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.</p> <p>CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order] (See "Pricing Data - Audit - Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)</p>	
<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:</p> <p>By: <u>F. Karen Busha</u> (authorized signature)</p> <p><u>F. Karen Busha</u> (printed name of person signing above)</p> <p>Its: <u>VP Children's Ministries</u> (title of person signing above)</p> <p>Date: <u>8-26-2020</u></p>	<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:</p> <p>By: <u>Elizabeth M. Muenzenberger</u> (authorized signature)</p> <p><u>Elizabeth M. Muenzenberger</u> (printed name of person signing above)</p> <p>Its: <u>Procurement Manager</u> (title of person signing above)</p> <p>Date: <u>August 17, 2020</u></p>

CHANGE ORDER (MAR 2015)




CPA:

1. CPAs will provide DSS with an open bed list. The open bed list will be submitted by 12pm on Friday of each week.
2. CPAs providing DSS with their after-hour contact information and procedures will submit changes to this information and/or procedures by 3pm on Friday of each week.
3. Referrals for Placement:
 - a. During Business Hours:
 - DSS will email the universal application
 - The receiving agency will send an email confirming receipt of the referral to the appropriate email address:
 - UpstatePlacementUnit@dss.sc.gov
 - MidlandsPlacementUnit@dss.sc.gov
 - LowcountryPlacementUnit@dss.sc.gov
 - PeeDeePlacementUnit@dss.sc.gov
 - The CPA will provide SCDSS periodic updates on their search status to the above listed appropriate email address and includes the following:
 - Child's name
 - Date of Birth
 - County/Counties being searched for placement
 - b. After Hours:
 - The placement referral will be made by phone
 - The receiving agency will provide periodic updates on placement search through text message, telephone call, or email.

DSS:

1. DSS will provide the universal application when making a referral for placement.
2. DSS will call the receiving agency if placement is needed and it is after-hours.
3. DSS will notify all agencies that were contacted for placement within 15 minutes of a placement being secured.
4. DSS will provide to the CPAs the Regional Licensing Offices' On-Call schedule by 12pm on Friday of each week.

	<p align="center">State of South Carolina</p> <p align="center">Change Order# 4</p>	<p>Contract Number: 4400021038</p>
		<p>Date: 12/23/2020</p> <p>Procurement Officer: Elizabeth M. Muenzenberger</p> <p>Phone: 803-898-1844</p> <p>E-Mail Address: Elizabeth.M.Muenzenberger@dss.sc.</p> <p>Address: 1535 Confederate Avenue Columbia, SC 29201</p>

DESCRIPTION: Statewide support for non-therapeutic foster families that serve children of all ages

USING GOVERNMENTAL UNIT: South Carolina Department of Social Services

CONTRACTOR'S NAME AND ADDRESS: Miracle Hill Ministries

P.O. Box 2546
Greenville, South Carolina 29602

TYPE OF CHANGE:

- Change to Contract Scope of Work
- Change to Contract Pricing Pursuant to Existing Contract Clause.

Clause Name:

Clause No.:

- Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- Other Change

IMPORTANT NOTICE:

- Change Order:** Contractor is required to sign this document and return **one (1)** copies to the procurement officer named above by the following date: **12/31/2020** Signed copy may be returned by email.
- Contract Modification:** Contractor is required to acknowledge receipt of this document in writing by the following date: Signed copy may be returned by email.

Contractor does not indicate agreement with change simply by acknowledging receipt.

<p>DESCRIPTION OF CHANGE / MODIFICATION: (Attach additional pages if necessary)</p> <p>Contract No. 4400021038 has been amended as follows:</p> <p>Change to Scope of Work on Page 2-4 with required use of Provider Critical Incident Report attached. Total Potential Value of this contract has been increased to \$1,631,460.00 ending 6/30/2021.</p> <p>Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.</p>	
<p>CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order]</p> <p align="center"><small>(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)</small></p>	
<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:</p> <p>By: <u>F. Karen Busha</u> <small>(authorized signature)</small></p> <p><u>F. Karen Busha</u> <small>(printed name of person signing above)</small></p> <p>Its: <u>VP Children's Ministries</u> <small>(title of person signing above)</small></p> <p>Date: <u>1-5-2021</u></p>	<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:</p> <p>By: <u>Susan Roben</u> <small>(authorized signature)</small></p> <p><u>Susan L. Roben</u> <small>(printed name of person signing above)</small></p> <p>Its: <u>Chief Financial Officer</u> <small>(title of person signing above)</small></p> <p>Date: <u>1/5/2021</u></p>

CHANGE ORDER (MAR 2015)

CLEAR FORM

DESCRIPTION OF CHANGES

The following is a change order to the Emergency Contract for Non-Therapeutic Foster Home Services. In July of 2020, the South Carolina Department of Social Services (SCDSS) began transitioning all non-kin foster family licensing and support work to Licensed Child Placing Agencies (CPA) across the state. This change order adds a mechanism to provide an interim rate increase that supports the continued non-kin licensing and support work by the CPAs.

Additionally, this interim rate increase supports the SCDSS' efforts to place children and youth in the least restrictive placement settings and make reasonable efforts to place siblings together.

The following describes how the interim rate will be applied.

Requirements:

By signing this change order, you agree that you will accept the following interim rates for the duration of the placement until a discharge plan is developed with the child and family team. The daily rate will be applied for any youth placed less than 30 days in a given month.

Age of Child	Monthly/Daily Adm. Rate
0-5	\$600 (\$20/day)
6-12	\$750 (\$25/day)
13+	\$900 (\$30/day)

SCDSS Foster Family and Licensing Support Program Coordinators will make referrals for placement to the Child Placing Agency's.

Regional Coordinator	Office Phone Number	Cell Phone Number
Upstate Regional Coordinator	864-359-3244	864-760-9044
Midlands Regional Coordinator	803-898-8157	803-622-0631
Low Country Regional Coordinator	843-953-9586	843-259-0205
Pee Dee Regional Coordinator	843-413-6477 843-413-6471	843-616-2003 and 843-729-6279

CPA Responsibilities

1. CPAs will provide DSS with an open bed list that includes foster parents willing to accept after hour placements. The open bed list will be submitted by 12pm on Friday of each week.
2. CPAs will provide DSS with their after-hour contact information and procedures by 3pm on Friday of each week.
3. Referrals for Placement:
 - a. During Business Hours:
 - DSS will email the Universal Application

- The receiving agency will send an email confirming receipt of the referral to the appropriate email address:
 - Upstateplacementunit@dss.sc.gov
 - Midlandsplacementunit@dss.sc.gov
 - Lowcountryplacementunit@dss.sc.gov
 - PeeDeeplacementunit@dss.sc.gov
- The CPA will provide SCDSS periodic updates on their search status to the above listed appropriate email address and include the following:
 - Child's name
 - Date of Birth
 - County/Counties being searched for placement

b. After Hours:

- The placement referral will be made by phone
- The receiving agency will provide periodic updates on placement search through text message, telephone call, or email.

DSS Responsibilities

1. DSS will provide the Universal Application when making a referral for placement.
2. DSS will call the receiving agency if placement is needed and it is after-hours.
3. DSS will notify all agencies that were contacted for placement within 15 minutes of a placement being secured.
4. DSS will provide to the CPAs the Regional Licensing Offices' On-Call schedule by 12pm on Friday of each week.

Critical Incident Reporting:

1. The Child Placing Agencies need to have a written policy regarding critical incidents and timelines for reporting. Below is a list of critical incidents and timelines in which they need to be reported:
 - **Immediately (includes Saturdays, Sundays, and holidays)**
 - Death of a child
 - Attempted Suicide
 - Absence without approval (AWOL-unauthorized leave of a foster child or youth from placement for at least twenty-four (24) hours/runaway)
 - Any serious illness or injury
 - An emergency change of placement, i.e. discharge, hospitalizations (in-patient), incarceration, internal transfer, etc).
 - **Within twenty-four (24) hours (includes Saturdays, Sundays, and holidays)**
 - Suicidal gesture, not life threatening

- An incident that requires off-site emergency medical treatment
- An incident that requires off-site emergency medical assessment
- Possession of a weapon
- Possession of an illegal substance
- A report to or involvement of an outside regulatory agency, i.e. law enforcement, SCDSS OHAN, the Office of Children's Affairs, etc.
- Attempt to contact prohibited persons and/or contact with a person that suggests the potential child/youth has been a victim of sex trafficking
- Removal from school
- Prescription Medication Error

In addition to the above, the Child Placing Agency may make a judgement call regarding whether additional incidents are of a serious nature and should be reported to SCDSS, immediately or within twenty-four (24) hours by telephone. The current website <https://scdss.sc.gov> contains a list of the twenty-four (24) on call numbers listed by county.

The Child Placing Agency will notify the child/youth's case manager or supervisor by telephone regardless of Saturdays, Sundays, or holidays within the time frames listed above.

Leaving a voicemail with SCDSS case manager or supervisor is unacceptable. If attempts to contact the case manager or supervisor are unsuccessful the Child Placing Agency must contact SCDSS's twenty-four (24) Care for Us Intake line at 1-888-227-3487 to report the critical incident.

Critical Incident's need to be type or neatly/legibly handwritten and address at a minimum, all of the following required elements:

- Clear description of the events leading up to the situation
- Outcome and necessary follow-up to the situation
- Date and time of SCDSS notification, who was notified, and who made the notification
- Date and time Child Placing Agency staff was notified that includes the name and title of the person who was notified and who on the staff made the notification as identified by the written policy of the Child Placing Agency.

The reporting form must be kept in the child/youth's case record or some other location which is readily available for review by staff of SCDSS, monitoring entities, law enforcement personnel, medical personnel, and other authorized personnel.

Critical Incident reports will be submitted via email to the case manager and other required entities and cc the following email address pcireport@dss.sc.gov as soon as practical but no later than the end of the first business day following the incident.

Except for the changes set forth in this Change Order, all other terms and conditions of the above-referenced Contract shall remain unchanged and in full force and effect. This Change Order is effective on January 1, 2021.

END OF CHANGE ORDER FOUR



Provider Critical Incident Report	
Name of Program:	Level of Care:
Client Name:	DOB:
Incident Date: _____ <i>(month, day, year)</i>	Incident Time: _____ AM/PM <i>(circle one)</i>
Names of Staff Involved: <i>(attach additional pages if necessary)</i> 1. _____ 2. _____ 3. _____	Positions of Staff Involved: 1. _____ 2. _____ 3. _____
A. Type of Incident:	
<p><i>(Must be reported immediately no more than 2 hours after incident)</i></p> <p><input type="checkbox"/> Death of client</p> <p><input type="checkbox"/> Attempted suicide by client</p> <p><input type="checkbox"/> Emergency change in placement: <input type="checkbox"/> Hospitalization <input type="checkbox"/> Incarceration</p> <p><input type="checkbox"/> Absence without leave/Runaway <i>Date/Time of return:</i> _____</p>	<p><i>(Must be reported within 24 hours)</i></p> <p><input type="checkbox"/> Any serious injury or illness</p> <p><input type="checkbox"/> Suicidal gesture, not life threatening</p> <p><input type="checkbox"/> Prescription medication error</p> <p><input type="checkbox"/> Off-site emergency medical treatment <i>Location:</i> _____</p> <p><input type="checkbox"/> Off-site emergency medical assessment <i>Location:</i> _____</p> <p><input type="checkbox"/> Possession of a weapon <i>Type:</i> _____</p> <p><input type="checkbox"/> Possession of an illegal substance <i>Type:</i> _____</p> <p><input type="checkbox"/> Removal from school: <input type="checkbox"/> Suspension <input type="checkbox"/> Expulsion <input type="checkbox"/> Homebound</p> <p><input type="checkbox"/> Report/involvement of an outside regulatory agency <i>Agency:</i> _____</p> <p><input type="checkbox"/> Placement in seclusion or restraints</p> <p><input type="checkbox"/> Emergency change in placement: <input type="checkbox"/> Discharge <input type="checkbox"/> Internal Transfer</p> <p><input type="checkbox"/> Attempt to contact prohibited persons and/or contact with person that suggest the potential child/youth has been a victim of sex trafficking</p>
B. Describe the incident and the circumstances surrounding it: <i>(must be legible)</i>	
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C. What precipitating factors may have contributed to the incident? *(attach additional pages if needed)*

D. Describe the behavior management/intervention technique used to de-escalate the client and the client's response: *(attach additional pages if necessary)*

E. Describe follow-up actions taken: *(attach additional pages if necessary)*

F. Notifications:

Role	Name/Title of Person Notified	Date	Time	Name of Person Notifying
Internal Staff				
Referring Agency				
Parent/Guardian				
Regulatory Agency				
Law Enforcement				
Other				

Person Completing this Report: _____ **Date:** _____

Printed Name _____ *Signature* _____ *Title* _____

Clinical Reviewer: _____ **Date:** _____

Printed Name _____ *Signature* _____ *Title* _____

Administrative Reviewer: _____ **Date:** _____

Printed Name _____ *Signature* _____ *Title* _____



G. A completed copy of this report must be submitted to the referring case manager and SCDSS State Office as soon as practical, but no later than the end of the first business day following the incident.

Person Submitted To	Date Submitted	Time Submitted	Method of Submission

Instructions for Form ----

Name of Program: Name of organization submitting the incident report. If incident occurred in a CPA foster home, then both the family name and the CPA must be included.

Level of Care: Child's level of care

Client Name: Child's full name

DOB: Child's full date of birth

Incident Date: full date that the incident occurred

Incident Time: time that the incident occurred

Names of Staff Involved: All staff involved and present during the incident, including witnesses, if applicable.

Positions of Staff Involved: Titles of all staff listed as involved.

A. Type of Incident: Mark all that apply. If the selected incident type requests additional information, this information must be provided, i.e. Emergency change in placement, either hospitalization or incarceration must also be selected.

Death of client: self-explanatory

Attempted suicide by client: any suicide attempt that requires any medical treatment

Emergency change in placement:

Hospitalization: if client is admitted to a hospital

Incarceration: if client is arrested and detained

Any serious injury or illness: any injury or illness that requires medical treatment

Suicidal gesture, not life threatening: self-explanatory

Prescription medication error: any medication error made for prescription drugs including, but not limited to, the wrong medication being given, wrong dosage being given, and missed dose of medication

Off-site emergency medical treatment: self-explanatory/provide name of provider where treatment was received

Off-site emergency medical assessment: if client has an injury or illness that requires assessment even if no treatment is prescribed/provide name of provider where client was assessed

Possession of a weapon: self-explanatory

Possession of an illegal substance: possession of any illegal substance included prescription medication not prescribed to that client. Provide specific type of substance the client was in possession of, i.e. "marijuana", not "drugs".

Removal from school: self-explanatory

Report/involvement of an outside regulatory agency: any report to or involvement with any regulatory agencies including, but not limited to, OHAN, Law Enforcement, DHEC, and the Office of the Child Advocate.

Placement in seclusion or restraints: self-explanatory

Emergency change in placement: an unplanned discharge or transfer to a different site/home/provider.

B. Describe the incident and the circumstances surrounding it: self-explanatory

C. What precipitating factors may have contributed to the incident: self-explanatory

D. Describe behavior management/intervention technique used to de-escalate the client and the client's response: required if the incident involves the client's behavior.

E. Describe follow-up actions taken: self-explanatory

F. Notifications: self-explanatory




Person Completing this Report: self-explanatory

Clinical Reviewer: name of individual completing a clinical review as required by the contract.

Administrative Reviewer: name of individual completing an administrative review as required by the contract.

**G. A copy of the report should be emailed to the case manager and SCDSS State Office at IncidentReport@dss.sc.gov.
Report must be completed in full.**

	<p>State of South Carolina</p> <p>Change Order# 5</p>	<p>Contract Number: 4400021038</p>
		<p>Date: 5/27/2021</p> <p>Procurement Officer: Elizabeth M. Muenzenberger</p> <p>Phone: 803-898-1844</p> <p>E-Mail Address: Elizabeth.M.Muenzenberger@dss.sc.</p> <p>Address: 1535 Confederate Avenue Columbia, SC 29201</p>

DESCRIPTION: **Statewide Support for Non-Therapeutic Foster Families**
 USING GOVERNMENTAL UNIT: **South Carolina Department of Social Services**
 CONTRACTOR'S NAME AND ADDRESS: **Miracle Hill Ministries**

P.O. Box 2546
 Greenville, South Carolina 29602

TYPE OF CHANGE:

- Change to Contract Scope of Work
- Change to Contract Pricing Pursuant to Existing Contract Clause.

Clause Name:

Clause No.:

- Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- Other Change

IMPORTANT NOTICE:

- Change Order:** Contractor is required to sign this document and return **one (1)** copies to the procurement officer named above by the following date: **7/15/2021** Signed copy may be returned by email.
- Contract Modification:** Contractor is required to acknowledge receipt of this document in writing by the following date: Signed copy may be returned by email.

Contractor does not indicate agreement with change simply by acknowledging receipt.

<p>DESCRIPTION OF CHANGE / MODIFICATION: (Attach additional pages if necessary)</p> <p>This contract will be extended to July 1, 2021 through June 30, 2022. SCDSS will remove the administrative rate effective July 1, 2021 at Miracle Hill's written request not to receive these funds. A change to the Scope of Work has been listed on Page 2.</p>	
<p>Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.</p>	
<p>CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order] (See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)</p>	
<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:</p> <p>By: <u>Ryan Duerk</u> (authorized signature)</p> <p><u>Ryan T. Duerk</u> (printed name of person signing above)</p> <p>Its: <u>CEO</u> (title of person signing above)</p> <p>Date: <u>7.19.21</u></p>	<p>SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:</p> <p>By: <u>Susan Roben</u> (authorized signature)</p> <p><u>Susan Roben</u> (printed name of person signing above)</p> <p>Its: <u>Chief Financial Officer</u> (title of person signing above)</p> <p>Date: <u>7/20/2021</u></p>

The Provider must provide SCDSS a yearly Foster Home Recruitment and Retention Plan by August 15, 2021. Foster Home Recruitment and Retention efforts must be submitted to SCDSS on a quarterly basis to the Statewide Foster Parent Liaison. Reports must be submitted via email to FPhelp@dss.sc.gov.

Monthly Rate Effective 7/1/2021 - 6/30/2022

Age	Rate per Month
0-5 Years	\$605.00
6-12 Years	\$708.00
13+ Years	\$747.00

END OF CHANGE ORDER FIVE

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit E

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Lauren Staudt

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

-----X

EDEN ROGERS and
BRANDY WELCH,
Plaintiffs,

vs. CASE NO. 6:19-cv-01567-TMC

UNITED STATES DEPARTMENT OF HEALTH
AND HUMAN SERVICES;
ALEX AZAR, in his official capacity as SECRETARY of
the UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES;
ADMINISTRATION FOR CHILDREN AND FAMILIES;
LYNN JOHNSON, in her official capacity as ASSISTANT
SECRETARY of the ADMINISTRATION FOR CHILDREN AND
FAMILIES;
SCOTT LEKAN, in his official capacity as PRINCIPAL
DEPUTY ASSISTANT SECRETARY of the ADMINISTRATION
FOR CHILDREN AND FAMILIES;
HENRY MCMASTER, in his official capacity as
GOVERNOR of the STATE OF SOUTH CAROLINA;

MICHAEL LEACH, in his official capacity as STATE
DIRECTOR of the SOUTH CAROLINA DEPARTMENT OF SOCIAL
SERVICES,

Defendants.

-----X

VIDEOTAPED
DEPOSITION OF: LAUREN COLLINS STAUDT
(APPEARING VIA VIRTUAL ZOOM)

DATE: June 4, 2021

TIME: 9:05 AM

REPORTED BY: TERRI L. BRUSSEAU
(APPEARING VIA VIRTUAL ZOOM)

1 Q. Who -- what do you mean by that?
2 What -- who handles these sorts of complaints?

3 A. I mean, I'm aware of this, obviously,
4 with all -- it, you know, affected their license,
5 which is what we do, but no one directly made a
6 complaint to me about it.

7 Q. Have you received complaints before
8 about other CPA's discriminating against
9 prospective foster parents on the basis of religion
10 or sexual orientation?

11 A. No.

12 MS. SCHINDEL: Kate, could we mark Tab
13 8, please?

14 BY MS. SCHINDEL:

15 Q. Miss Staudt, have you ever been aware
16 that Miracle Hill is -- was discriminating against
17 volunteer mentors on the basis of religion?

18 A. I heard -- I heard that.

19 Q. When did you hear that?

20 A. A couple years ago.

21 Q. How did you hear about that?

22 A. I don't know exactly the source, how it
23 came to our attention.

24 (EXHIBIT 4, Statement, with
25 attachments, MIRACLE_HILL_SUBP_002056 to 002058,

1 Q. And which CPAs did you ask for these
2 policies and procedures from?

3 A. I believe we just used that as an
4 opportunity to -- because a lot of times we didn't
5 get them every year because of, you know, being a
6 large document and we just got their changes. We
7 use that as an opportunity to update our files and
8 we asked all of them to send it.

9 Q. When did you ask all of them?

10 A. Probably around the same time Millicent
11 was asking Miracle Hill.

12 Q. And based on that review, did you
13 determine that any other CPAs in South Carolina
14 were discriminating against prospective foster
15 parents on the basis of religion?

16 A. We did not see any.

17 Q. Are you aware of any complaints against
18 other CPAs alleging discrimination on the basis of
19 religion?

20 A. No.

21 Q. Have you ever thought that other CPAs
22 in South Carolina might be discriminating on the
23 basis of sexual orientation?

24 A. I'm not aware. I have not -- I
25 don't -- I don't know.

1 Q. Have you ever suspected that they might
2 be discriminating on the basis of sexual
3 orientation?

4 A. No.

5 Q. Are you aware of any complaints that
6 other CPAs -- against other CPAs alleging
7 discrimination on the basis of sexual orientation?

8 A. I'm not aware of any.

9 Q. Are you familiar with a CPA called
10 Southeastern Children's Home?

11 A. Yes.

12 Q. Do you oversee their license --
13 supervise their licensure?

14 A. Yeah.

15 Q. Do you monitor their compliance with
16 nondiscrimination policies and requirements?

17 A. We -- we do the same for them as we do
18 others.

19 Q. Have you ever become aware that
20 Southeastern Children's Home discriminates against
21 prospective foster parents on the basis of
22 religion?

23 MR. COLEMAN: Object to the form of the
24 question.

25 THE WITNESS: Well, they don't have any

1 When you were talking earlier about the
2 different types of support that a CPA provides
3 during the application process, there are things a
4 CPA does before a family is licensed -- before a
5 child is placed in a home and there's -- there's
6 support, there's things after that point, right?

7 A. Yes.

8 Q. For all the things that happened
9 before, the recruiting, the awareness in the
10 community, activities, helping instill home
11 inspection, even helping out a family to fill out
12 paperwork if that's -- for all of those things,
13 just the pre-license aspect of it, CPAs never get
14 reimbursed or funded by the state or federal
15 government for any of those activities, do they?

16 A. Not -- no, not that I'm aware of. I
17 don't know about the federal government, but not as
18 far as DSS.

19 Q. Okay. And during that -- that process
20 of -- we've sort of defaulted to call it
21 recruiting, but whether it's generating interest or
22 awareness in the community, encouraging people to
23 consider becoming foster parents, throughout that
24 process and then the process of helping to do the
25 home study, helping someone get to the point of

1 or things like that, right?

2 A. Yes.

3 Q. And then a little bit after that there
4 were -- there was some sort of discussion about
5 what those things were, but then you were asked
6 does SCDSS provide those kinds of support.

7 I want to -- I want to make sure I
8 understand that, right, because if a family is
9 working not with a CPA but is directly with SCDSS,
10 does SCDSS provide a quarterly visit?

11 A. Yes.

12 Q. Okay. And I know, for example, that
13 SCDSS can provide transportation services. That's
14 right, isn't it?

15 A. Yes.

16 Q. Does SCDSS provide any sort of
17 ongoing -- I don't know if it's annual or -- but
18 any sort of training or additional continuing
19 education for foster parents?

20 A. Yes.

21 Q. So SCDSS provides it sounds like
22 comparable types of ongoing support that you had
23 described that private CPAs provide, is that right?

24 A. That's correct.

25 Q. I'm going to look for a moment at the

1 A. Yes.

2 Q. And am I right in thinking that SCDSS
3 will willingly and gladly license any qualified
4 person or couple as a foster parent regardless of
5 their religion or sexual orientation, right?

6 A. That's correct.

7 Q. Okay. Look down then at Policy Number
8 1. The first sentence of that refers to the right
9 of a child. The second sentence, I think that is
10 more relevant for our purpose here. I'm going to
11 read it.

12 It says: Further, no individual shall
13 be denied the opportunity to become a foster
14 parent -- excuse me, a foster or adoptive parent on
15 the basis of race, color, national origin,
16 religion, state of residence, age, disability,
17 political belief, sex or sexual orientation.

18 Did I read that correctly?

19 A. Yes.

20 Q. And it's my understanding that in South
21 Carolina, as you just said a moment ago, DSS will
22 license -- will accept the application and will
23 gladly license any qualified person regardless of
24 those factors, right?

25 A. That's correct.

1 small, some are larger, I think you said that
2 Miracle was toward at least the upper half, they're
3 one of the larger ones, is that right?

4 A. Yes.

5 Q. Is part of the reason that Miracle Hill
6 is a larger CPA because they're able to leverage
7 deep relationships within their particular faith
8 community to encourage people who otherwise
9 wouldn't become foster parents, to seek licensure
10 as foster parents?

11 A. I don't -- I don't know that to be
12 true.

13 Q. Do you think a person or a couple
14 are -- are more likely to become foster parents
15 with a CPA that -- that looks like them, that feels
16 like them, by which I mean that shares their
17 beliefs and with whom they have a degree of trust,
18 than that individual or couple would be to become a
19 foster parent with an entity or a CPA that doesn't
20 have that same shared belief system?

21 A. I think that's possible, yes.

22 Q. Just because life attracts life or
23 maybe there's a degree of trust that -- that the
24 individual or the couple might not have towards
25 that state agency, right?

1 MS. SCHINDEL: Object to form.

2 THE WITNESS: Yes.

3 BY MR. COLEMAN:

4 Q. And if that's the case, it's possible,
5 isn't it, that by allowing for an agency that has
6 those kind of deep ties to a community and can use
7 them to bring people off the sidelines and into the
8 game could result in a greater number of licensed
9 foster homes by bringing those people off the
10 sidelines and into the game, isn't it?

11 A. That's possible.

12 (EXHIBIT 16, Document entitled South
13 Carolina Department of Social Services Key Stats
14 from Major Program Areas - Calendar Year, was
15 marked for identification.)

16 BY MR. COLEMAN:

17 Q. I want to show you one document. I'm
18 not able to -- to upload it to Exhibit Share the
19 way that we've been doing it, but what I can do is
20 I can share my screen. So I'm going to try to do
21 that. And you let me know if you're able to see
22 the document that I just pulled up.

23 A. I see it.

24 Q. Okay. Do you recognize this?

25 A. Only because I saw it the other day

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit F

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Reid Lehman

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

EDEN ROGERS
and
BRANDY WELCH,
Plaintiffs,

vs. CASE NO. 6:19-CV-01567-JD

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN
SERVICES; ALEX AZAR, in his official capacity as
Secretary of the UNITED STATES DEPARTMENT OF HEALTH
AND HUMAN SERVICES; ADMINISTRATION FOR CHILDREN AND
FAMILIES; LYNN JOHNSON, in her official capacity as
Assistant Secretary of the ADMINISTRATION FOR
CHILDREN AND FAMILIES; STEVEN WAGNER, in his
official capacity as Principal Deputy Assistant
Secretary of the ADMINISTRATION FOR CHILDREN AND
FAMILIES; HENRY MCMASTER, in his official capacity
as Governor of the STATE OF SOUTH CAROLINA;
and MICHAEL LEACH, in his official capacity as
State Director of the SOUTH CAROLINE DEPARTMENT OF
SOCIAL SERVICES,
Defendants.

VIDEOTAPED VTC

30 (b) (6)

DEPOSITION OF: MIRACLE HILL MINISTRIES, INC.
BY: REID DAVID LEHMAN
(Appearing by VTC)

DATE: June 17, 2021

TIME: 9:20 AM

LOCATION: Haynsworth, Sinkler, Boyd
1 North Main Street, 2nd Floor
Greenville, SC

TAKEN BY: Counsel for the Plaintiffs

REPORTED BY: Susan M. Valsecchi, RPR, CRR
Certified Realtime Reporter
(Appearing by VTC)

1 Region 1 when it comes to private CPAs?

2 A. I'm sorry, I didn't hear your question.

3 Q. Are you familiar with the term Region 1
4 as that relates to private CPAs in South Carolina?

5 A. I am familiar with Region 1, but the
6 regions have changed over time, so I don't know if
7 what I'm thinking of as Region 1 is what you're
8 thinking of as Region 1.

9 Q. Well, Maybe -- why don't you tell me
10 what you're thinking of as Region 1.

11 A. The last time I paid attention to DSS's
12 classification of Region 1, it was ten Upstate
13 counties centered around the northwest corner of
14 South Carolina.

15 Q. And this was a region -- this is DSS's
16 classification for regions where CPAs are located;
17 is that right?

18 A. Yes, I think so.

19 Q. Do you understand Miracle Hill to serve
20 Region 1?

21 A. That's our desire, yes.

22 Q. Does Miracle Hill have certain criteria
23 regarding the individuals that it chooses to work
24 with as potential foster parents?

25 A. It does.

1 Q. And what are those criteria?

2 A. Well, they include all the criteria
3 expected by the Department of Social Services,
4 licensing, screening, training, vetting, securing
5 references.

6 In addition, Miracle Hill has other
7 requirements because of our spiritual identity.
8 And in that respect, we ask that those we partner
9 with are active followers of Jesus Christ, are
10 Christians, and subscribe to and act in accordance
11 with our doctrinal statement.

12 MS. SCHINDEL: All right. Can we take
13 a look at --

14 So, Mr. Matthews, would you like me to
15 say it by the Bates number? Would that enable you
16 to identify the document easily?

17 MR. MATTHEWS: Yes, If it's a
18 Bate-numbered document, that should be easy to find
19 that way.

20 MS. SCHINDEL: Okay. So this is
21 Miracle Hill Subpoena 000375.

22 And, Serena, could you please mark Tab
23 63 as an exhibit.

24 THE WITNESS: 0-0-0...

25 (EXHIBIT 2, Miracle Hill Ministries

1 interview that they conduct and their assessment of
2 that person's lifestyle?

3 A. So if someone said to me that I have --
4 I have experienced same-sex attraction, but I agree
5 with your doctrinal statement and I'm living in
6 celibacy and purity, we would be glad to work with
7 them as a foster parent.

8 If someone said to me --

9 Q. If --

10 A. I'm sorry?

11 Q. No, no, go on. My apologies.

12 A. If someone said to me I struggle with
13 my gender identity, but I am -- I agree with your
14 doctrinal statement and I'm living according to the
15 gender I received at birth, we would be glad to
16 work with them as a foster parent.

17 Q. And what if someone -- to meet your
18 terminology -- was experiencing same-sex attraction
19 and were in a same-sex marriage, would you be
20 willing -- and were willing to sign the doctrinal
21 statement -- would you be willing to work with that
22 person?

23 A. No, because that's a violation of our
24 Bible -- Biblical statement on what marriage is.

25 Q. To your knowledge, how many families

1 Q. And so let's focus, for now, on the
2 foster care column. What exactly is the funding
3 for?

4 A. So it is -- it helps defray a part of
5 the cost of our supporting the foster families that
6 we -- that we have at Miracle Hill. So the foster
7 families receive payments from DSS. As you can
8 see, in 2017 and 2018, those payments flowed to us,
9 and then we gave them to the foster families.

10 In 2019 they shifted -- they shifted
11 somewhere during 2019, so they paid the foster
12 families directly, and they gave us a
13 10-dollar-per-family-per-day administrative fee.
14 No, I think it was a 10-dollar-per-child-per-day
15 administrative fee, which helped defray almost half
16 the costs of our workers going to meet with the
17 family, provide them monthly support, helping them
18 keep their license, providing ongoing training,
19 things like that.

20 I will point out that nowhere in this
21 column is there any reimbursement for our costs of
22 recruiting foster families. So from the time they
23 apply until they're qualified as a foster family,
24 Miracle Hill carries all of that expense, which is
25 about 2,000 dollars per family the last time I saw

1 a calculation.

2 And in addition, we maintain the
3 families. We don't receive any reimbursement until
4 we actually have a child in their home. So if a
5 family is not able to receive children right now,
6 or if they need some time off because of an illness
7 or something they're experiencing, Miracle Hill is
8 still supporting the family, but we're not
9 receiving any payments from DSS for having them as
10 a licensed family.

11 Q. Well, you're receiving 10 dollars per
12 child per day for children who are in foster care
13 with families that were licensed through Miracle
14 Hill; is that right?

15 A. That's -- that's correct, only as long
16 as they're in -- as those families are under the
17 Miracle Hill umbrella. If those families move to
18 work with another agency -- and sometimes they
19 do -- then the payments would -- we would not
20 receive any payments for their ongoing service.

21 Q. But that funding, is there any
22 limitation on what you can apply those dollars to?

23 A. I don't think there's a limitation on
24 what we can apply it to, but, historically, that 10
25 dollars per child per day was just half of the cost

1 of our supporting the family and there was no
2 question whether there would be anything left over
3 for Miracle Hill administrative, you know,
4 back-office costs, or the recruiting costs.

5 Q. Alternatively, you could just say that
6 that 10 dollars is helping to defray some of those
7 recruiting costs because it's not --

8 MR. COLEMAN: Object to the form.

9 BY MS. SCHINDEL:

10 Q. -- it's not tethered to anything.

11 MR. COLEMAN: This is Miles. I object
12 to the form of the question.

13 BY MS. SCHINDEL:

14 Q. It's just 10 dollars per day per child
15 that you have in care without any limitations of
16 what you can apply those 10 dollars toward?

17 A. No, I would not agree with that because
18 it's clear, in our agreement with the Department of
19 Social Services, we get nothing for recruiting.

20 And because it's less than half the
21 cost of supporting the family, I think it would be
22 ludicrous to say that it's helping to cover the
23 cost of recruiting families.

24 Q. The total care, this includes state and
25 federal funding; is that right?

1 just didn't want to number it improperly.

2 (EXHIBIT 31, Extract from SCDSS prod
3 (MHM foster parent handbook), was marked for
4 identification.)

5 MR. COLEMAN: It appears that the
6 document has now been introduced. We'll wait just
7 a minute to let everybody else pull up a copy of
8 it. Since you don't have Exhibit Share, there's a
9 hardcopy of it.

10 THE WITNESS: I don't.

11 MR. COLEMAN: For the sake of the
12 record, I'll mention that because Mr. Lehman
13 doesn't have Exhibit Share in front of him, what I
14 have given him just now is a hardcopy that's
15 identical to the PDF I just uploaded as Exhibit 31,
16 which is Bates-numbered on the first page as
17 10545-B, as in bravo, -081, and it runs through 69
18 pages, the final page of which is numbered
19 10545-B-148.

20 All right. I think everyone should
21 have had a chance to get it pulled up on their
22 screen, so why don't we talk about this for just a
23 minute.

24 BY MR. COLEMAN:

25 Q. Looking at the first page of this

1 document -- and let me -- let me pause.

2 Do you want a chance to flip through it
3 a little bit more thoroughly?

4 A. No.

5 Q. Okay.

6 A. We will go wherever you want.

7 Q. Looking at the first page, do you
8 recognize what this document is?

9 A. Yes, I do.

10 Q. And what is it?

11 A. It's the Miracle Hill Ministries Foster
12 Parent Handbook.

13 Q. Is this the handbook or the policies
14 that would apply to -- I'll call it colloquially
15 the CPA side of the house?

16 A. That's correct.

17 Q. So foster parents who are affiliated
18 with Miracle Hill that are in Miracle Hill's role
19 as CPA would be given a copy of this?

20 A. That's correct.

21 Q. And this would outline the policies
22 that they're expected to be aware of and to follow?

23 A. That's correct.

24 Q. Down at the bottom of that first page,
25 it shows several dates in which this document was

1 revised. The most recent and latest of which was
2 May of 2018.

3 Do you know if this document has been
4 revised since then?

5 A. I do not know.

6 Q. Okay. It may or may not have been, you
7 just are unaware?

8 A. I'm unaware.

9 Q. But at least as of 2018, it would have
10 been the current, correct, and operative document?

11 A. That's correct.

12 Q. Turn with me, if you would, to Page 35.
13 And just for ease of reference, I'm using the page
14 numbers as they're labeled in the bottom right
15 corner of the document rather than the clunkier
16 Bates numbers.

17 A. Yes.

18 Q. You will see at the top of that page,
19 all capital letters, a bold-faced heading, it says:
20 **Expression of Religious or Spiritual Beliefs**
21 **Policy.**

22 Is that correct?

23 A. Correct.

24 Q. I want to particularly look at the
25 second of the three bullet points. I'm going to

1 read that out loud and ask you to follow along with
2 me.

3 It says, and I quote: Miracle Hill is
4 aware that religion is a personal matter and
5 encourages families to be sensitive to the
6 spiritual needs of each child and biological
7 family, while avoiding anything that might be
8 considered as coercion to accept a particular set
9 of belief.

10 Closed quote.

11 Did I read that accurately?

12 A. You did.

13 Q. And does that reflect the expectation
14 or the standard that you have for foster families
15 working with Miracle Hill in its capacity as a CPA?

16 A. It does.

17 Q. And is that --

18 MS. SCHINDEL: Object to the form.

19 BY MR. COLEMAN:

20 Q. And is that also consistent with what I
21 believe was your testimony earlier, which was that
22 children who wish to participate in religious
23 activity or exercise are welcome to and children --

24 MS. SCHINDEL: Objection --

25

1 BY MR. COLEMAN:

2 Q. -- who do not or whose biological
3 parents do not want them to are not forced to and
4 are excused from such participation?

5 A. Yes.

6 MS. SCHINDEL: Objection.

7 BY MR. COLEMAN:

8 Q. Turn with me now to Page 46 of the
9 document, and let me know once you have gotten
10 there.

11 A. Okay.

12 Q. Let's go first to number 3 on this
13 numbered list. Let me take a step back, actually.

14 So at the top of this page in all
15 capital bold-faced text, it says, Children's
16 Rights & Responsibilities, right?

17 A. Yes.

18 Q. And then there's a subheading under
19 that, capital letter A, Children's Rights While in
20 Care, right?

21 A. Correct.

22 Q. Now let's look at number 3 under that.
23 I'm going to read it and ask you to follow along
24 with me.

25 Quote, All children shall be provided

1 with an opportunity for spiritual development and
2 will not be denied the right to practice religious
3 beliefs.

4 Closed quote.

5 Did I read that correctly?

6 A. You did.

7 Q. If a child in foster care and placed in
8 a foster home affiliated with Miracle Hill was of a
9 different religious belief, not Christian, let's
10 say Jewish, Muslim, Sikh, Rastafarian, or whatever
11 the case may be, would they be -- would that child
12 be permitted to practice his or her religious
13 beliefs and exercise while in that home?

14 A. Yes.

15 Q. If such a child -- and let's use the
16 example of a Muslim child.

17 If such a child, in order to practice
18 his or her religious beliefs, needed -- needed to
19 attend mosque, would that child be allowed to
20 attend mosque?

21 A. Yes.

22 Q. How would the child get there?

23 A. I don't know.

24 Q. Would the foster home or the foster
25 family caring for that child, could they

1 provide -- could they themselves transport the
2 child there?

3 A. They could.

4 Q. Do you know --

5 MS. SCHINDEL: Objection, leading.

6 BY MR. COLEMAN:

7 Q. Do you know of any instances -- and
8 I'll ask this question more broadly; it doesn't
9 have to be with any one particular faith -- in
10 which children of other faiths have been placed
11 into a foster home affiliated with Miracle Hill who
12 have engaged in or practiced faiths other than the
13 Christian faith?

14 A. I have been told that that is true, but
15 I don't have any specific examples to say how that
16 is true.

17 Q. Okay. But you've been told by others
18 that it is true?

19 A. Correct.

20 MS. SCHINDEL: Object, leading.

21 BY MR. COLEMAN:

22 Q. Let me look next at -- on that same
23 page, the next numbered item, Number 4, and I'll
24 read it and ask you to follow along.

25 Quote, All children shall be free from

1 coercion by foster parents or staff with regard to
2 religious or cultural decisions. When practical,
3 the wishes of the birth parents with regard to a
4 child's religious and cultural participation are
5 ascertained and followed.

6 Closed quote.

7 Did I read that correctly?

8 A. You did.

9 Q. And does that -- again, is that
10 consistent with your earlier testimony, that
11 children are not -- let me be more clear -- that
12 children in foster care, living in a home, a foster
13 home affiliated with Miracle Hill, are not
14 compelled, coerced, required, or in any way
15 pressured to engage in or participate in a faith
16 not their own or a faith that they have no interest
17 in learning about or participating in?

18 A. That's correct.

19 MS. SCHINDEL: Objection, leading.

20 I'm sorry, you may want to give me a
21 second to object if we're going to be doing a
22 series of leading questions.

23 So objection, leading.

24 BY MR. COLEMAN:

25 Q. Turn with me now, if you would, to

1 Page 59 of this document.

2 At the top of this page it says, again,
3 in all capital letters, bold text: Miracle Hill
4 Ministries Foster Care Program Description.

5 Is that right?

6 A. That's right.

7 Q. Below that it has several outline
8 headings. Outline heading Roman Numeral III says
9 Philosophy, right?

10 A. Yes.

11 Q. In the third paragraph under heading
12 III, Philosophy, it begins with the words, Children
13 do not...

14 I'm going to read that and ask you to
15 follow along.

16 It says, quote, Children do not have to
17 conform to our system. We will conform to the
18 needs of children.

19 Closed quote.

20 Did I read that correctly?

21 A. Yes. Yes, sir.

22 Q. And, again, is that consistent with
23 your prior testimony regarding the lack of
24 coercion, pressuring, or other -- otherwise
25 proselytizing children in foster care?

1 A. That's correct.

2 MS. SCHINDEL: Objection, leading.

3 BY MR. COLEMAN:

4 Q. And, finally, flip over just one more
5 page. This is Page 60. We're still under the same
6 outline heading we were looking at just moments
7 ago.

8 The third full paragraph down begins
9 with the words, Each child....

10 Do you see where I'm looking at?

11 A. I see it.

12 Q. All right. I'm going to read that.

13 It says, quote, Each child is treated
14 lovingly, respectfully, and without regard for
15 race, color, religion, sex, national origin, or
16 sexual orientation.

17 Closed quote.

18 Did I read that direct correctly?

19 A. You did.

20 Q. And is it true, to the best of your
21 knowledge, both as Miracle Hill's official
22 representative here today, and your own personal
23 knowledge for many years there, that Miracle Hill
24 does not now and has not ever discriminated or
25 treated any child in foster care differently on the

1 basis of those factors?

2 A. That is my --

3 MS. SCHINDEL: Objection.

4 THE WITNESS: -- firm belief.

5 I think that it was always the case,
6 and, certainly, I think it is the case today.

7 I apologize to you and Ms. Schindel for
8 not being fully familiar with the contents of the
9 current manual, but this manual reflects the
10 philosophy of Miracle Hill and our approach to
11 foster children.

12 MR. COLEMAN: Okay.

13 MS. SCHINDEL: I apologize, I do want
14 my -- I'm seeing on realtime that my full objection
15 is not getting caught.

16 So, Mr. Lehman, if you would just pause
17 for one second before you answer these questions, I
18 think that will -- that will make it easier for the
19 court reporter.

20 THE WITNESS: Thank you, I will try.

21 BY MR. COLEMAN:

22 Q. The document we just looked at had to
23 do with Miracle Hill's CPA program, right?

24 A. Yes.

25 Q. And the document we looked at hours

1 your personal capacity -- that Miracle Hill's
2 recruiting and screening practices are not now and
3 have never been funded, reimbursed, or supported by
4 the state or federal government; is that correct?

5 MS. SCHINDEL: Objection. Objection,
6 leading, and mischaracterizes testimony.

7 THE WITNESS: So let me say that again.

8 And you're welcome to ask a follow-up
9 question.

10 So for all of the time that I was
11 involved in '17, '18, '19, and '20, we never
12 received enough -- never more than about half of
13 our administrative costs. And we were paid only
14 for placing children in families, per child per
15 day.

16 So when we recruited a family, which
17 costs about 2,000 dollars per family to recruit,
18 train, license, screen, do everything else, that
19 was completely at our own expense. As far as I
20 know, that is still the intent.

21 The DSS payment unexpectedly went up
22 for us and other agencies at the beginning of this
23 year. So can I say for certain that -- at this
24 very moment -- that no DSS money would be -- exceed
25 the cost of administration? I can't say that. I

1 Q. How many foster families does Miracle
2 Hill work with?

3 A. Um, I don't know. Um, I think that we
4 have about 200 licensed today. I think that we
5 have about -- we have more than a hundred, I know,
6 that have children with them right now, and I think
7 we have 140 children placed with those families,
8 but some of them have more than one child placed
9 with them.

10 Q. So you are confident that a hundred
11 families, based on the conversations that you've
12 had and information you have, 100 families would
13 refuse to work with another CPA or refuse to work
14 with DSS if they were -- if Miracle Hill was unable
15 to serve as a --

16 MR. COLEMAN: This is Miles.

17 MS. SCHINDEL: -- as a CPA.

18 MR. COLEMAN: Object to the form of the
19 question.

20 THE COURT REPORTER: I didn't hear the
21 end of the question.

22 BY MS. SCHINDEL:

23 Q. I believe the end of the question was,
24 if Miracle Hill was unable to serve as a CPA, or
25 unwilling to serve as a CPA.

1 A. I think my estimate was 30 to
2 50 percent. So my belief is that 60 to 100 CPAs,
3 would now or soon cease serving as foster families
4 if Miracle Hill was not able to be the support
5 system for them.

6 Now, I also said that when you talk to
7 Sharon, she'll have a better estimate, and I would
8 trust her estimate over mine.

9 Q. Because your estimate is more of a
10 guess?

11 A. No, because Sharon is the one that
12 helped me form my estimate, and I think that she --
13 she would be able to have a more accurate estimate
14 than I would.

15 Q. We had talked earlier about -- way back
16 in the beginning of this deposition -- about how
17 you thought that more than 15 individuals had been
18 turned away as prospective foster parents by
19 Miracle Hill; do you recall that?

20 A. Yes.

21 Q. Why were those individuals turned away?

22 A. You will have to ask Sharon.

23 Q. Do you have any personal knowledge of
24 those 15 individuals that you mentioned earlier?

25 A. Well, no, I don't know -- I've not, as

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit G

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

South Carolina CPAs serving the Upstate Region (10545-G0721-G0723)

South Carolina CPAs serving the Upstate Region

	Child Placing Agency Name	Areas Served	Licensed by DSS	Therapeutic Foster Care ("TFC"), Non-TFC or Both	Ages Served
1	Church of God Home for Children	Upstate	2013	Non-TFC	Birth – 21 years of age
2	Connie Maxwell Children's Ministries	Upstate/Midlands	1980's	Non-TFC	Birth – 21 years of age
3	Epworth Children's Home	Statewide	2016	Both	Birth – 21 years of age
4	Family Preservation Community Services	Statewide	1997	Both	Birth – 21 years of age
5	Growing Home Southeast	Statewide	2004	Both	Birth – 21 years of age
6	Hope Embraced Adoption Agency	Statewide	2013	Adoption and Non-TFC	Birth – 18 years of age
7	Lifeline Children's Services	Statewide	2012	Non-TFC	Birth – 21 years of age
8	Lutheran Services Carolinas	Statewide	2000	Both	Birth – 21 years of age
9	Miracle Hill Ministries, Inc.	Upstate	1992	Non-TFC	Birth – 21 years of age
10	New Foundations Home for Children, Inc.	Upstate	2017	Both	Birth – 21 years of age
11	Nightlight Christian Adoptions	Upstate/Midlands	2019	Non-TFC	Birth – 21 years of age
12	Oasis of Hope	Upstate	2021	Non-TFC	Birth – 21 years of age

*Licensed adoption agencies fall under the category of CPAs and can assist in the licensure of foster parents when related to an adoption.

13	South Carolina Mentor	Statewide	1984	Both	Birth – 21 years of age
14	South Carolina Youth Advocate Program	Statewide	1990	Both	Birth – 21 years of age
15	Southeastern Children's Home	Upstate	1980's	Non-TFC	Birth – 21 years of age
16	Specialized Alternative for Families and Youth	Statewide	1994	Both	Birth – 21 years of age
17	Tamassee DAR School	Upstate	2017–2019 (closed in 2019)	Non-TFC	Birth – 21 years of age
18	The Bair Foundation	Statewide	2002	Both	Birth – 21 years of age
19	Thornwell	Upstate/Midlands	2016	Non-TFC	Birth – 21 years of age
20	Adoption Advocacy, Inc.	Statewide	Since before 1999	N/A Adoption Only* (has assisted in the licensure of one or more foster parents in the past 5 years)	Birth – 18 years of age
21	Adoption Options	Statewide	2002	N/A Adoption Only*	Birth – 18 years of age
22	America World Adoption – South Carolina	Statewide	2013	N/A Adoption Only*	Birth – 18 years of age
23	Applewhite Adoptions	Statewide	2014	N/A Adoption Only*	Birth – 18 years of age

*Licensed adoption agencies fall under the category of CPAs and can assist in the licensure of foster parents when related to an adoption.

24	Bethany Christian Services	Statewide	Since before 1999	N/A Adoption Only* (has one foster home for adoption purposes)	Birth – 18 years of age
25	Carolina Adoption Services	Statewide	1993	N/A Adoption Only*	Birth – 18 years of age
26	Christian Adoption Services	Statewide	2017	N/A Adoption Only* (has one foster home for adoption purposes)	Birth – 18 years of age
27	Quiver Full Adoptions, Inc.	Statewide	2017	N/A Adoption Only*	Birth – 18 years of age

*Licensed adoption agencies fall under the category of CPAs and can assist in the licensure of foster parents when related to an adoption.

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit H

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Susan Roben

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

EDEN ROGERS

and

BRANDY WELCH,

Plaintiffs,

vs.

CASE NO. 6:19-CV-01567-JD

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; ALEX AZAR, in his official capacity as Secretary of the UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; ADMINISTRATION FOR CHILDREN AND FAMILIES; LYNN JOHNSON, in her official capacity as Assistant Secretary of the ADMINISTRATION FOR CHILDREN AND FAMILIES; STEVEN WAGNER, in his official capacity as Principal Deputy Assistant Secretary of the ADMINISTRATION FOR CHILDREN AND FAMILIES; HENRY MCMASTER, in his official capacity as Governor of the STATE OF SOUTH CAROLINA; and MICHAEL LEACH, in his official capacity as State Director of the SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES,

Defendants.

30 (b) (6)
VIDEOTAPED VTC
DEPOSITION OF: SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES
BY: SUSAN ROBEN
(Appearing by VTC)
DATE: FEBRUARY 17, 2022
TIME: 9:00 a.m.
LOCATION: 1320 Main Street
Columbia, SC

TAKEN BY: Counsel for the Plaintiffs

REPORTED BY: Susan M. Valsecchi, RPR, CRR
Certified Realtime Reporter
(Appearing by VTC)

1 A. Okay. So we do pay an administrative
2 rate to the CPAs, and that is based on -- you know,
3 that is a per-day and per-child rate.

4 So if a CPA has a child that is -- that
5 is placed in a home, for each day that that child
6 is placed in one of the CPA homes, they get -- they
7 get an administrative rate.

8 And so based on the age of the child,
9 that rate is either \$20 a day, \$25 a day or \$30 a
10 day. And those rates just began on January 1st of
11 2021.

12 Q. Okay. So the administrative rate is
13 paid to the CPA, and it's a --

14 A. Correct.

15 Q. -- per-child per diem rate --

16 A. Correct.

17 Q. -- and that begins to be paid at the
18 time when the child -- a child is placed with a
19 family that is supported by that CPA.

20 A. Correct.

21 Q. Is that an accurate summary?

22 A. That's correct.

23 Q. Great. And you told -- you told us the
24 different -- the different rates and that they vary
25 by age. So for the \$20-per-day rate, what ages of

1 A. So, I believe that that happened -- um,
2 I know that was happening -- I believe that was
3 happening, um -- well, I know that was happening
4 when we -- when we increased the rate to the \$20,
5 \$25 and \$30 a day.

6 I can't recall, um, off the top of my
7 head, um, exactly the date that it -- that the
8 shift happened. I would -- I would have to go back
9 and look at our records to know exactly when that
10 shift happened.

11 Q. Okay. And we talked about this very
12 briefly at the very beginning of the deposition;
13 but do foster families receive some level of
14 reimbursement from DSS for the cost of having a
15 foster child?

16 A. Are you -- are you talking about the
17 maintenance payment?

18 Q. I am, yes, the maintenance payment, or,
19 we said earlier, sometimes it's referred to as a
20 board payment?

21 A. Yes, they do.

22 Q. Okay. Is that rate also a per-child,
23 per-day rate?

24 A. It is.

25 Q. And is that -- is it a rate that's

1 determined by the age of the child, or is it
2 standard across all ages of children?

3 A. It's determined.

4 Now, yeah, it's determined by the -- by
5 the age of the child.

6 Q. Okay. Do you know what the -- what the
7 rates are for the -- for the different age
8 brackets?

9 A. So if you're talking about -- now, we
10 have a lot of different rates. So if you're
11 talking about just regular foster care, because we
12 have many different -- we have therapeutic kids,
13 we've got special needs kids, we've got medically
14 fragile kids, and then we've got group home
15 payments, which are, you know, much higher
16 payments.

17 If you're talking about regular foster
18 homes with no special needs, no -- you know,
19 nothing else -- I have the -- I have those amounts,
20 but I'd have to -- we have a whole list of other
21 payments that I don't have memorized, so I'd have
22 to, you know, go back and get those. I do have the
23 regular foster rates, though.

24 Q. Yeah, no, thank you for that. Thank
25 you for that clarification. Yeah, what I'm

1 interested in is for just standard nontherapeutic
2 foster care, what -- what those board payment rates
3 are?

4 A. Sure, so those are -- so it's \$20.03
5 per day for ages zero to 5. And then it's \$23.41
6 per day for ages 6 to 12. And then it's \$24.72 per
7 day for ages 13 to 20. And these rates are also
8 specified in provisos, so that's out on our -- it's
9 out on the -- it's in the appropriations act and
10 it's -- you know, you can get that on the website,
11 on the appropriations act website, it's set
12 in -- set in the proviso each year. So that is
13 published.

14 Q. Okay. And is that -- is that money,
15 those -- the foster care board payment -- is that
16 paid directly to the foster family from DSS, or
17 does it work some other way?

18 A. Um, so the -- those payments are paid
19 to the CPA provider and then the CPA provider is
20 required to make the payments to the -- to the
21 family.

22 So we make the payment directly to the
23 CPA and then they turn around and pay -- and they
24 are required, by contract, to pay those amounts to
25 the -- to the foster family.

1 gathered and the research that I have done, that is
2 the conclusion that I have come to.

3 Q. So you don't know for sure?

4 A. I mean, I don't know where -- I
5 mean -- I'm -- well --

6 Effective January -- what I know is
7 that effective January '19 is when the regular CPA
8 providers began to receive the \$10 per day per
9 child. They did not receive it before then.

10 Q. But you don't know for sure, or you
11 can't tell me with certainty right now whether
12 there may have been some other -- or whether there
13 was some other funding mechanism whereby those
14 nontherapeutic CPAs were being paid for their
15 foster care services prior to that January 2019
16 initiation of the admin fee, right?

17 A. There wouldn't have been any other
18 funding mechanism.

19 Q. There would not have been, or there was
20 not?

21 A. There wouldn't -- there was not any
22 other funding mechanism. We were not paying them
23 any other -- any other way.

24 Q. So they were providing those foster
25 care services -- recruiting, screening,

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit I

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Miracle Hill Ministries' Spiritual Identity FAQs (Miracle_Hill_Sub_ 012783-012784)



Miracle Hill Ministries' Spiritual Identity

FAQ's

Q: How does Miracle Hill Ministries define itself as a ministry?

A: Miracle Hill Ministries is an evangelical, Gospel-infused Christian mercy ministry that is committed to sharing the Gospel of Jesus Christ while serving the needy and vulnerable in Christ's name. Christians who share our commitment to the Gospel, embrace our doctrinal statement through belief and practice, and are active in a Christian church are valued ministry partners.

Q: Miracle Hill ascribes to a ministry model very similar to that of the Billy Graham Evangelistic Association. How does this model affect the way your organization carries out its operations and activities?

A: The Billy Graham Evangelistic Association has been able to effectively work with Christians from many backgrounds and traditions by maintaining a clear statement of faith, vetting staff and volunteers carefully to ensure like-mindedness and focusing on its primary mission of proclaiming the Gospel of Jesus Christ. Miracle Hill Ministries, likewise, seeks to serve the homeless and hurting in Christ's name by upholding our commitment to sharing the Good News of Jesus Christ and by ensuring that followers of Jesus Christ who serve with us believe and practice our doctrinal statement of faith.

Q: Why did you change your policy concerning non-Protestants serving as foster parents?

A: We are grieved that the recent religious freedom struggle surrounding our foster care program has been characterized in the media as a fight about the "right kind of Christian". In today's cultural climate that is already becoming increasingly hostile to Christianity, we cannot afford to be distracted or deterred in our commitment to the Gospel of Jesus Christ. We are not called to express judgements about various branches of Christianity or denominations within Protestantism. Our identity is that brothers and sisters in Christ work together to minister to the needy, stand for sound doctrine, and spread the Gospel of Jesus Christ.

Q: How will you determine if someone meets your criteria to serve as a foster parent, mentor or employee?

A: Our mission statement and doctrinal statement of faith will guide our interview process as we invite followers of Jesus Christ to partner with us in ministry to share the Good News of Christ and minister to the needy in His name.

SDF/5-9-19

Q: What about the people Miracle Hill serves? Do they have to ascribe to a particular faith?

A: Miracle Hill Ministries always has and always will serve anyone who comes to us for help, regardless of their faith or no faith at all. Although people in our care will hear the Good News of Jesus Christ, embracing Christianity is a not a requirement for receiving services. Additionally, for more than 80 years, Miracle Hill has worked collaboratively with religious and secular community partners alike to meet the needs of those in the Upstate experiencing homelessness.

SDF/5-9-19

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.
Civil Action No. 6:19-cv-1567-TMC

Exhibit J

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Letter from Reid Lehman to Alex Azar (December 11, 2019)



December 11, 2019

Honorable Alex M. Azar II
Secretary, U.S. Department of Health & Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

Re: Comment from Miracle Hill Ministries on HHS proposed rules to protect faith-based child welfare providers from discrimination in grant-making (RIN 0991-AC16).

Dear Secretary Azar:

I write on behalf of Miracle Hill Ministries in support of the Department of Health and Human Services' ("HHS") proposal to modify certain portions of 45 CFR part 75, including in particular 45 CFR § 75.300(c) and (d), which in 2017 was amended to impose requirements that have placed an undue burden on faith-based organizations like Miracle Hill that desire to provide valuable community services while maintaining their religious convictions and practices. As the foster care crisis in our nation worsens, it is not only right but also imperative that the regulation be modified to ensure faith-based organizations are welcomed in the pool of diverse providers capable of successfully recruiting and retaining foster and adoptive families.

Miracle Hill Ministries is a faith-based nonprofit organization that has been serving vulnerable children and adults in upstate South Carolina for more than 80 years. Our foster care division—Miracle Hill Foster Care—has served thousands of children in crisis, offering them stability and compassion, and working for reunification with their parents whenever possible. Our participation in the foster care system has strengthened hundreds of families in South Carolina and plays a vital role in supporting the state's mandate to provide homes for children in need.

Like many faith-based social services providers, we at Miracle Hill see our foster care work as compelled by, and an exercise of, our faith. In the Christian faith, for example, Scripture and Jesus himself command special care and solicitude be shown to children generally and to the needy and orphans particularly. *See, e.g., Matthew 18:5–10* ("Whoever receives one such

child in my name receives me. . . . See that you do not despise one of these little ones.”); *Mark* 10:14–16 (“Let the children come to me; do not hinder them, for to such belongs the kingdom of God.”); *James* 1:27 (“Religion that is pure and undefiled before God, the Father, is this: to visit orphans and widows in their affliction.”).¹

Miracle Hill gladly serves and respects children of every sex, race, color, national origin, religion, gender identity, or sexual orientation. Likewise, we gladly work with volunteers for most roles without regard to such factors. But because, as noted above, our foster care work is compelled by and is an exercise of our faith, Miracle Hill, like many faith-based providers, believes as a matter of religious conviction that we should only hire employees and only recruit, train, and supervise foster parents who share the our religious mission and beliefs. This has been our practice for decades, and dozens of decisions from the Supreme Court and lower courts have held such practices are permissible under the First Amendment, the Religious Freedom Restoration Act and civil rights laws.

Shortly after HHS’s 2017 amendment of 45 CFR § 75.300, however, and as a direct result of that regulation, Miracle Hill was put to an impossible choice: either abandon our religiously-compelled obligation to serve the vulnerable children in the foster care system, or abandon our religiously-compelled obligation to partner only with leaders, employees, and parents who share our faith. Specifically, the South Carolina Department of Social Services (“SCDSS”), citing to 45 CFR § 75.300(c) and (d), informed Miracle Hill that its license to serve as a foster care agency would be stripped unless Miracle Hill abandoned its religious beliefs as required by the federal regulation. This is the very definition of a substantial burden on the free exercise of religion, and HHS’ recently-proposed modification to 45 CFR § 75.300(c) and (d) is necessary to alleviate this substantial burden and should be finalized at the earliest possible opportunity.

Contrary to media reports claiming that the proposed modification will hinder certain populations from serving as foster or adoptive parents, the decision will actually allow participation by all, including those (like Miracle Hill) with religious affiliation. As noted above, Miracle Hill’s practice does not deprive anyone of the ability to serve as a foster parent.² Indeed, there are no fewer than eight other private foster care providers in our area, several of whom are located mere minutes away, plus the South Carolina Department of Social Services

¹ This religious compulsion is not unique to the Christian faith. For example, an oft-repeated teaching in the Jewish Tanakh (first appearing in the Torah, and then repeated in the Nevi’im and the Ketuvim) is that God is deeply and personally concerned with the care of fatherless children. *See, e.g., Deuteronomy* 10:18 (“God executes justice for the fatherless and the widow and loves the sojourner, giving him food and clothing”). This teaching is accepted as sacred by Muslims and Christians too, meaning it is scripture to almost 4 billion people—over half the world’s population, and more than 80% of Americans. *See* Pew Research Center, *The Future of World Religions: Population Growth Projections, 2010-2050*, Demographic Study (April 2, 2015), available at <http://www.pewforum.org/2015/04/02/religious-projections-2010-2050/>.

² Further, Miracle Hill *cannot* deprive anyone of the ability to serve as a foster parent. Miracle Hill does not license the foster homes or place children in them. Rather, SCDSS performs those roles. Instead, Miracle Hill recruits, qualifies, and encourages families to apply to the State to be licensed as foster families. If the State places a foster child in that family, Miracle Hill then offers ongoing training, encouragement, and administrative, spiritual, and practical support to the family.

(SCDSS) itself, all of whom work with any foster parents regardless of their religious beliefs or unbelief, orientation, or identity. Qualified individuals of any creed, orientation, or identity are welcome to serve as foster and adoptive parents in South Carolina and every other state, and the proposed modification would not alter that state of affairs.

We are most grateful that the current administration recognizes the need to welcome, not inhibit, faith-based providers in their efforts to support human flourishing. Local involvement and commitment to the success of our own communities are what make our nation strong. People of faith must be a part of the equation because the need is great and government resources are limited. Miracle Hill's desire and mission has always been to serve and love all people. It's what our faith compels us to do, and it's what we will continue to do as long as we can and for as many as we can.

Sincerely,

A handwritten signature in cursive script that reads "Reid Lehman".

Reid Lehman
President/CEO, Miracle Hill Ministries

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit K

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

New Foster Home Licenses and Licenses assisted by CPA (10545-G0716-G0718)

Year	New Foster Home Licenses	New Foster Home Licenses assisted by CPA
2017	803	362
2018	792	334
2019	797	337
2020	762	367
2021	672	484

2017, Total	
New Foster Home Licenses	
Count of ProviderName	803

2018, Total	
New Foster Home Licenses	
Count of ProviderName	792

2019, Total	
New Foster Home Licenses	
Count of ProviderName	797

2020, Total	
New Foster Home Licenses	
Count of ProviderName	762

2021, Total	
New Foster Home Licenses	
Count of ProviderName	672

New Foster Home Licenses assisted by CPA	
PrimaryProviderName	Count of ProviderName
Alston Wilkes Society	3
Carolina Therapeutic Services	2
Connie Maxwell Children's Ministries	14
Epworth Children's Home	2
Epworth Children's Home - Regular CPA	7
Family Preservation - Therapeutic CPA	2
Growing Home Southeast - Therapeutic CPA	11
John K. Crosswell Home for Children	2
Justice Works Behavioral Care	6
Lifeline Children's Services	10
Lutheran Family Services of the Carolina	2
Lutheran Services - Therapeutic CPA	18
Mandala Adoption Services	1
Miracle Hill Ministries, Inc.	97
New Foundations - Therapeutic CPA	1
Reid House Of Christian Servic	1
SC Mentor - Therapeutic CPA	47
SC YAP - Therapeutic CPA	82
Specialized Alternative Youth	10
The Bair Foundation Therapeutic CPA	37
Thornwell	7
Grand Total	362

New Foster Home Licenses assisted by CPA	
PrimaryProviderName	Count of ProviderName
Child Abuse Prevention Association	9
Church of God Home for Children-CPA	2
Connie Maxwell Children's Ministries	3
Epworth Children's Home - Regular CPA	14
Family Preservation - Therapeutic CPA	4
Growing Home Southeast - Therapeutic CPA	13
Justice Works Behavioral Care	1
Lifeline Children's Services	6
Lutheran Family Services of the Carolina	3
Lutheran Services - Therapeutic CPA	15
Miracle Hill Ministries, Inc.	68
New Foundations - Therapeutic CPA	4
SC Mentor - Therapeutic CPA	31
SC YAP - Therapeutic CPA	83
Specialized Alternative Youth	14
The Bair Foundation Therapeutic CPA	55
Thornwell	9
Grand Total	334

New Foster Home Licenses assisted by CPA	
PrimaryProviderName	Count of ProviderName
Adoption Advocacy, Inc	1
Broadstep Behavioral Health, Inc.	4
Child Abuse Prevention Association	11
Church of God Home for Children-CPA	2
Connie Maxwell Children's Ministries	9
Epworth Children's Home - Regular CPA	31
Family Preservation - Therapeutic CPA	6
Growing Home Southeast - Therapeutic CPA	13
John K. Crosswell Home for Children	3
Lifeline Children's Services	12
Lutheran Family Services of the Carolina	3
Lutheran Services - Therapeutic CPA	21
Miracle Hill Ministries, Inc.	54
New Foundations - Therapeutic CPA	4
Nightlight Christian Adoptions	2
SC Mentor - Therapeutic CPA	29
SC YAP - Therapeutic CPA	67
Specialized Alternative Youth	17
The Bair Foundation Therapeutic CPA	35
Thornwell	13
Grand Total	337

New Foster Home Licenses assisted by CPA	
PrimaryProviderName	Count of ProviderName
Adoption Advocacy, Inc	1
Child Abuse Prevention Association	10
Children Unlimited At Family Service Cen	1
Church of God Home for Children-CPA	2
Connie Maxwell Children's Ministries	15
Epworth Children's Home	4
Epworth Children's Home - Regular CPA	46
Epworth Children's Home -Therapeutic CPA	3
Family Preservation - Regular CPA	4
Family Preservation - Therapeutic CPA	7
Growing Home Southeast - Regular CPA	6
Growing Home Southeast - Therapeutic CPA	9
John K. Crosswell Home for Children	3
Lifeline Children's Services	10
Lutheran Services - Regular CPA	8
Lutheran Services - Therapeutic CPA	10
Miracle Hill Ministries, Inc.	65
National YAP - Regular CPA	2
New Foundation Children & Family Serv.	1
New Foundations - Therapeutic CPA	2
Nightlight Christian Adoptions	2
SC Mentor - Regular CPA	2
SC Mentor - Therapeutic CPA	26
SC YAP - Regular CPA	6
SC YAP - Therapeutic CPA	43
Specialized Alternative Youth	22
The Bair Foundation - Regular CPA	3
The Bair Foundation Therapeutic CPA	34
Thornwell	20
Grand Total	367

New Foster Home Licenses assisted by CPA	
PrimProviderName	Count of ProviderName
Child Abuse Prevention Association	11
Church of God Home for Children-CPA	4
Connie Maxwell Children's Ministries	18
Epworth Children's Home	4
Epworth Children's Home - Regular CPA	8
Epworth Children's Home -Therapeutic CPA	56
Family Preservation - Regular CPA	2
Family Preservation - Therapeutic CPA	5
Growing Home Southeast - Regular CPA	16
Growing Home Southeast - Therapeutic CPA	21
Hope Embraced Adoption Agency	1
John K. Crosswell Home for Children	2
LIFELINE CHILDREN'S SERVICES	6
Lutheran Services - Regular CPA	18
Lutheran Services - Therapeutic CPA	8
Miracle Hill Ministries, Inc.	54
National YAP - Regular CPA	25
National YAP - Therapeutic CPA	14
New Foundations - Regular CPA	1
New Foundations - Therapeutic CPA	3
Nightlight Christian Adoptions	9
Oasis of Hope	18
SC Mentor - Regular CPA	12
SC Mentor - Therapeutic CPA	27
SC YAP - Regular CPA	2
SC YAP - Therapeutic CPA	63
Specialized Alternative Youth	15
The Bair Foundation - Regular CPA	5
The Bair Foundation Therapeutic CPA	24
Thornwell	32
Grand Total	484

All Unduplicated Placements with a Private Provider

<u>Primary Provider</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Alston Wilkes Society	21				
Broadstep Behavioral Health, Inc.			3	3	
Child Abuse Prevention Association		19	33	18	38
Church of God Home for Children-CPA		5	13	11	14
Connie Maxwell Children's Ministries	20	9	32	26	43
Epworth Children's Home - Regular CPA	12	26	57	105	88
Epworth Children's Home -Therapeutic CPA			1	10	116
Family Preservation - Regular CPA				3	4
Family Preservation - Therapeutic CPA	30	44	26	23	21
Growing Home Southeast - Regular CPA				3	38
Growing Home Southeast - Therapeutic CPA	99	111	120	81	85
John K. Crosswell Home for Children		3	8	5	9
Justice Works Behavioral Care	21	2			
Lifeline Children's Services	34	35	31	34	51
Lutheran Services - Regular CPA				5	36
Lutheran Services - Therapeutic CPA	69	95	84	52	58
Miracle Hill Ministries, Inc.	240	261	310	235	235
Miriam's Promise			2	2	2
National YAP - Regular CPA					4
National YAP - Therapeutic CPA					10
New Foundations - Regular CPA					6
New Foundations - Therapeutic CPA	1	14	12	10	28
Nightlight Christian Adoptions	1	1	1	2	57
Oasis of Hope					32
SC Mentor - Regular CPA				1	19
SC Mentor - Therapeutic CPA	211	321	260	225	211
SC YAP - Regular CPA				2	2
SC YAP - Therapeutic CPA	739	816	746	539	596
Specialized Alternative Youth	157	146	178	132	162
The Bair Foundation - Regular CPA				2	10
The Bair Foundation Therapeutic CPA	179	183	173	139	138
Thornwell	7	29	34	34	82
Total in CPAs only	1841	2120	2124	1702	2195
All Children served in FC for a CY	7926	8435	8625	7148	6582

Unduplicated Therapeutic Placements with a Private Provider

<u>Primary Provider</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Alston Wilkes Society	21				
Broadstep Behavioral Health, Inc.			3	3	
Epworth Children's Home -Therapeutic CPA			1	10	116
Family Preservation - Therapeutic CPA	30	44	26	23	21
Growing Home Southeast - Therapeutic CPA	90	93	94	72	81
Justice Works Behavioral Care	21	2			
Lutheran Services - Therapeutic CPA	67	83	78	50	54
Miracle Hill Ministries, Inc.	3				
National YAP - Therapeutic CPA					10
New Foundations - Therapeutic CPA	1	13	12	10	27
SC Mentor - Regular CPA					1
SC Mentor - Therapeutic CPA	202	310	254	215	209
SC YAP - Therapeutic CPA	709	795	705	509	573
Specialized Alternative Youth	146	138	167	130	160
The Bair Foundation - Regular CPA				1	
The Bair Foundation Therapeutic CPA	165	167	152	110	123

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit L

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Letter from SCDSS to Miracle Hill (January 26, 2018)

DSS SOUTH CAROLINA
DEPARTMENT OF SOCIAL SERVICES

HENRY McMASTER, GOVERNOR
V. SUSAN ALFORD, STATE DIRECTOR



January 26, 2018

VIA EMAIL, REGULAR MAIL & CERTIFIED MAIL

Beth Williams
Miracle Hill Ministries
490 South Pleasantburg Drive
Greenville, SC 29607

Dear Ms. Williams:

Thank you for speaking with me on Thursday, January 18, 2018, about the status of Miracle Hill's license as a Child Placing Agency (CPA). As we discussed, the Department has received information that Miracle Hill discriminates against potential foster and adoptive parents/families on the basis of the religion of those parents/families. As a licensed Child Placing Agency, Miracle Hill provides services including home studies and assessments that the Department relies upon in making foster care licensing decisions.

Miracle Hill is a long-standing and valued partner of the Department, sharing the Department's goals of providing services to children and families in the foster care system. Because of the close relationship between the Department and Miracle Hill, the Department proposes that we work together to resolve this issue. In the meantime, the Department has determined that under these circumstances it is appropriate to issue a temporary CPA license pursuant to S.C. Code of Regulations § 114-4930(F).

Upon Miracle Hill's application to renew its CPA license for 2018, the Department discovered that Miracle Hill's website refers to its recruitment of specifically Christian foster parents/families and that Miracle Hill's application requests information regarding a foster parent/family's religious beliefs and practice. Miracle Hill's Foster Care Manual also instructs its workers to inquire as to a family's particular religious belief and practice (see page 6, item 3 under "Licensing Specialist"; page 10, item 7; and page 26, item k). The Department accordingly followed up with questions regarding Miracle Hill's current practice to determine whether Miracle Hill uses the information in response to these inquiries in order to assess a home for an appropriate foster care placement or if the information is used to determine whether Miracle Hill will or will not serve a foster parent or family on the basis of the family's religion. In telephone conversations with the Department, Miracle Hill has given the Department reason to believe Miracle Hill intends to refuse to provide its services as a licensed Child Placing Agency to families who are not specifically Christians from a Protestant denomination.

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES
P.O. BOX 1520, COLUMBIA, SC 29202-1520

www.dss.sc.gov



Such discrimination on the basis of religion contravenes the following regulations and policies:

1. S.C. Code of Regulations § 114-4980(A)(2)(a) states, "The child placing agency shall utilize the regulations established by the Department to conduct the foster home investigations." The requirements for foster home investigations are set forth fully in S.C. Code of Regulations § 114-550. The CPA licensing regulations do not allow a CPA to create additional requirements for the families it serves.
2. Religious organizations are both entitled and encouraged to participate in Health and Human Services (HHS) programs such as foster care programs, and the Department encourages and values the participation of religious organizations. However, 45 C.F.R. § 87.3(d) prohibits religious discrimination by an organization in its provision of these services. "An organization that participates in any programs funded by financial assistance from an HHS awarding agency shall not, in providing services or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice." 45 C.F.R. § 87.3(d).
3. 45 C.F.R. § 75.300(c) prohibits discrimination on grounds of religion. "It is a public policy requirement of HHS that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as ... religion.... Recipients must comply with this public policy requirement in the administration of programs supported by HHS awards." 45 C.F.R. § 75.300(c).
4. DSS policy § 710 prohibits discrimination on grounds of religion. "The agency is committed to the exercise of non-discriminatory practice, and shall provide equal opportunities to all families and children, without regard to their ... religion" DSS Human Services Policy and Procedure Manual § 710.

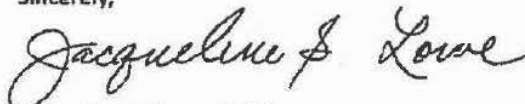
Additionally, Miracle Hill's practice appears to violate Miracle Hill's own policy, which was submitted to the Department as part of Miracle Hill's license renewal process. Miracle Hill's Foster Care Manual section MHM.CPA.900 labeled "Introduction" states, "In accordance with Federal and State laws and South Carolina Department of Social Services (SCDSS) policy, this agency and contracted providers for foster care and adoption services are prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs or disability." Therefore, the Department's request is that Miracle Hill comply with its own policy submitted for licensure.

The Department requests that Miracle Hill address these concerns and issue a written plan of compliance within thirty days of receipt of this letter. The Department offers technical

assistance in developing this plan when requested. You may contact me at (803) 898-7511 or Vanessa Anderson at (803) 898-1869 to request assistance. Upon approval of the plan by the Department, Miracle Hill will have an additional thirty days to implement the plan. The temporary license granted herein shall be valid for no longer than six months. Failure to address these concerns will result in the expiration of Miracle Hill's license as a Child Placing Agency.

If you wish to further discuss this determination, please do not hesitate to contact me.

Sincerely,



Jacqueline S. Lowe, M.Ed.
Licensing Director
Child Placing Agency and Group Home Licensing



Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit M

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Letter from Gov. McMaster to Steven Wagner (February 27, 2018)



HENRY McMASTER
GOVERNOR

February 27, 2018

The Honorable Steven Wagner
Acting Assistant Secretary
Administration for Children and Families
U.S. Department of Health and Human Services
330 C Street, SW
Washington, D.C. 20201

Dear Acting Assistant Secretary Wagner:

South Carolina has more than 4,000 children in foster care, and we are thankful for all the wonderful Child Placing Agencies (“CPAs”) that assist in recruiting foster families to serve these children. Today I write specifically on behalf of South Carolina’s faith-based organizations that are called to serve and fill the crucial role of CPAs.

Title IV-E of the Social Security Act authorizes the Department of Health and Human Services (“Department”) to provide states with funding to assist in caring for children placed in foster family homes. In South Carolina, the Department directs these funds to our Department of Social Services (“DSS”). In turn, DSS contracts with both secular and faith-based CPAs to fulfill grant services. Our faith-based CPAs are essential as our State needs more CPAs to recruit more families. Faith-based organizations have contracted with various government entities for years to serve vulnerable populations, such as contracting with faith-based hospitals provide Medicaid and Medicare funding.

All CPAs follow the requirements of Title IV-E, which mandates that CPAs may not deny a person the right to become an adoptive or foster parent on the basis of “race, color, or national origin.” 42 U.S.C. § 671(a)(18). Effective January 11, 2017, the Department attempted to expand the law, adding two new subsections to an existing federal regulation. *See* 45 C.F.R. § 75.300(c), (d). However, Title IV-E already contains a statutory non-discrimination requirement. The Department cannot lawfully expand such statutory provisions through regulations, as a regulation must *implement* the statutory scheme, not *alter* or *amend* it.

The Honorable Steven Wagner
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Moreover, the new regulatory subsections effectively require CPAs to abandon their religious beliefs or forgo the available public licensure and funding, which violates the constitutional rights of faith-based organizations. A regulation used to limit the free exercise of faith-based providers violates the Religious Freedom Restoration Act (“RFRA”). The purpose of RFRA is to ensure that the government cannot substantially burden the free exercise of religion, such as by pressuring an entity to abandon its religious convictions in order to comply with governmental regulations.

The Supreme Court has made clear that that faith-based entities may contract with the government without having to abandon their sincerely religious beliefs. In *Trinity Lutheran Church of Columbia, Inc. v. Comer*, the Supreme Court held that the state policy of denying a “qualified religious entity a public benefit solely because of its religious character . . . goes too far” and violates the Establishment Clause. Upholding the new regulations would have the same effect, forcing a religious organization to choose between the tenets of its faith or applying for a CPA license to serve the children of South Carolina.

South Carolina needs to continue growing our CPAs, not to prevent them from serving our State’s children. In fact, one faith-based CPA, Miracle Hill, is our State’s largest provider of foster families for Level I foster children, recruiting 15% of the State’s foster families. Therefore, on behalf of South Carolina and faith-based organizations like Miracle Hill, I ask that the Department provide a deviation or waiver from its current policy to recoup grant funds from DSS if the Department determines the new regulations are violated by any DSS CPA contracts due to religiously held beliefs. Faith-based CPAs should be allowed to hold their sincerely held religious beliefs and be licensed to recruit foster parents for our foster children.

I look forward to hearing from you on this very important issue.

Yours very truly,



Henry McMaster