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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

PATRICIA SHEEHEY, PATRICK  
SHEEHEY, RAYNETTE AH CHONG,  
individually and on behalf of the class  
of licensed foster care providers residing  
in the state of Hawai`i;

Plaintiffs,

vs.

RACHAEL WONG, in her official  
capacity as the Director of the Hawai`i  
Department of Human Services,

Defendant.

Case No. CV13-00663 LEK-KSC

**PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT;  
MEMORANDUM IN SUPPORT OF  
MOTION; CERTIFICATE OF  
SERVICE**

Judge: Hon. Leslie E. Kobayashi

**PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

Plaintiffs Patricia Sheehey, Patrick Sheehey, and Raynette Ah Chong (“Plaintiffs”), hereby move for an order granting summary judgment against Defendant Rachael Wong, in her official capacity as the Director of the Hawai`i Department of Human Services.<sup>1</sup>

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<sup>1</sup> The parties stipulated to extend the Amended Rule 16 Order’s dispositive motions deadline to within 30 days of Plaintiffs’ expert disclosures, which were served on July 8, 2015. Dkt. 122 (Second Stipulation) at PageID#1328. *See also* Dkt. 134, Certificate of Service re Plaintiffs’ Expert Disclosures, dated July 8, 2015.

This motion is made on the ground that there is no genuine issue of material fact and that Plaintiffs are entitled to judgment in their favor as a matter of law because HDHS's foster rates fail to cover the costs of (and the costs of providing) items required to be covered under the Child Welfare Act and because HDHS fails to conduct periodic reviews to assure the continuing appropriateness of the foster rate.

This motion is brought pursuant to Rules 7 and 56 of the Federal Rules of Civil Procedure and LR7.5 and LR56.1 of the Local Rules of Practice for the United States District Court for the District of Hawai'i, and is supported by the Memorandum in Support of Motion, Separate and Concise Statement of Facts, the Declarations and Exhibits filed herewith, the records and files herein, and such further evidence and argument as may be offered in support of this Motion.

Dated: August 7, 2015

Respectfully submitted,

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Attorneys for Plaintiffs

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**MEMORANDUM IN SUPPORT  
OF MOTION**

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## MEMORANDUM IN SUPPORT OF MOTION

### I. INTRODUCTION

By law, HDHS must make foster payments sufficient to cover all of the costs required by the Adoption Assistance and Child Welfare Act of 1980, 42 U.S.C. §§ 670-679 (CWA): food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, reasonable travel to the child's home for visitation, and reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement.

HDHS adopted new, increased payment rates after this suit was filed. The new rates remain inadequate to cover the costs required under the CWA. HDHS relied upon U.S. Department of Agriculture (USDA) data that set out the costs of caring for children. However, HDHS, by its own admission, omitted certain categories of USDA costs, using only three of the seven CWA-required costs (for food, shelter and a child's personal incidentals) to calculate the new foster board rates. In doing so, the rates adopted by HDHS do not include any provision for CWA-required items such as school supplies. Moreover, for the three categories that HDHS *did* consider, the USDA data relied upon by HDHS is for children in western U.S. states (*e.g.*, Idaho, Utah) and fails to account for Hawaii's high cost of living. To make matters worse, HDHS adjusted the western U.S. states' cost



data *downward*, arbitrarily setting Hawaii's foster rates at 95% of USDA western states' costs for food, housing and personal incidental expenses. And, HDHS used USDA's 2011 data and failed to account for inflation from 2011 through 2014. HDHS's use of discounted and outdated western U.S. states' data for only three categories of costs resulted in foster board rates that do not cover all the costs of providing the basic life necessities required under federal law. Summary judgment should be granted in favor of Plaintiffs on that basis alone.

HDHS made no attempt to determine the costs of providing basic life necessities to Hawaii's foster children when setting the current rate. Instead, it reverse-engineered its 2014 foster board rate increase to conform to a predetermined, politically expedient, budget request to the Legislature. And HDHS used outdated (2011) data to make sure that the foster board increase would cost "only up to the \$8.5M request to the legislature in [HDHS's] budget. Because of HDHS's callousness, Hawaii's foster board rate fails to cover all the costs required by federal law and fails to cover basic life necessities to support children in Hawaii's foster care system.

## **II. MATERIAL UNDISPUTED FACTS**

### **A. The Child Welfare Act**

In exchange for federal financial assistance, the CWA requires states to make foster care maintenance payments sufficient to cover basic life necessities

for foster children. To qualify for federal funds, a state must agree to administer its foster care program pursuant to the CWA and related regulations and policies promulgated by DHHS. 42 U.S.C. § 671(a)(1). Under the CWA, foster care maintenance payments must cover the costs of (and the costs of providing):

- (1) food,
- (2) clothing,
- (3) shelter,
- (4) daily supervision,
- (5) school supplies,
- (6) a child's personal incidentals,
- (7) liability insurance with respect to a child, and
- (8) reasonable travel to the child's home for visitation and reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement.

42 U.S.C. § 675(4)(A); 42 U.S.C. § 672(a)(1). The CWA also requires states to conduct "periodic review" of the foster care maintenance payment amounts "to assure their continuing appropriateness." 42 U.S.C. § 671(a)(11).

#### **B. HDHS's Foster Board Rates Violate the CWA**

For over two decades, from 1990-2014, HDHS maintained a foster board rate of \$529 per month, per child, despite rising inflation and increased costs of living. The \$529 rate was insufficient due to the high cost of living in Hawai'i and the increased costs of housing, utilities, and other necessities associated with raising children. CSOF1; Ex. 18, SOH08436; Ex. 2. Recognizing the insufficiency

of the foster board rate, the state House of Representatives passed a resolution in 2009 requesting that HDHS determine the feasibility of increasing the foster rate and linking future rate increases to inflation index measures such as the Consumer Price Index. CSOF2; Ex. 2, SOH05446. The House noted that the foster rate had not been adjusted “even as the total rate of inflation since then has risen sixty-six per cent” and was insufficient to cover the costs of raising a child because costs for necessities had increased. *Id.* Nevertheless, HDHS consistently opposed proposed increases to the foster board rate. CSOF3; Ex. 3 (2009 Koller testimony opposing increase); Ex. 4 (2011 McManaman testimony opposing increase). *See* Ex. 5 (2013 McManaman testimony expressing concern about fiscal impact of any proposed increase).

**C. In 2014, HDHS Knowingly Adopted Rates That Did Not Cover the Costs of Necessities Required By the CWA**

In July 2014, six months after Plaintiffs filed their complaint, HDHS increased the monthly foster board rate. CSOF4; Ex. 6 at SOH04029. The increased foster rates were based on an age-tiered system and “indexed” to expenditures contained in an annual report by the United States Department of Agriculture (USDA) entitled Expenditures on Children by Families. CSOF5.

These age-tiered rates fail to comply with the CWA because: (1) they fail to cover all of the CWA-enumerated cost categories; (2) they are based on discounted

2011 costs and were never updated to account for inflation; and (3) they fail to adjust for Hawaii's higher cost of living as compared to other states.

**1. HDHS's Foster Payments Do Not Cover the Required Costs of Raising a Child in Hawai'i**

HDHS's age-tiered foster rates are **only** intended to cover three of the seven CWA-required costs: (1) food; (2) housing; and (3) miscellaneous (personal) expenses. CSOF6; Ex. 7 at 30(b)(6) Tr.:33:4 – 36:5. HDHS excluded the other categories of costs listed in the USDA Report because it claims that those costs were covered by other types of benefits made available by the Department. CSOF7; Ex. 7 at Tr.:41:23-48:17; 99:17-100:20; Ex. 8. However, none of the additional "benefits" cover the CWA-required cost of school supplies. CSOF9; Ex. 10 (no mention of school supplies). And not all of these "benefits" are intended to cover the costs of (and the costs of providing) CWA enumerated items. CSOF8. One additional "benefit"—the \$600 clothing stipend—fails to cover the costs (and the cost of providing) clothing even by HDHS's flawed methodology of discounting U.S. Urban West costs by 5%. *See* Ex. 14 at 28 (Urban West clothing expenditures range from \$650 to \$970).

Moreover, Defendant admits that some of these additional benefits are subject to eligibility requirements and availability of funds. CSOF10. Defendant concedes that **not all foster families receive these additional benefits**. CSOF11;

Ex. 11 at 8. Taking the clothing “benefit” as an example, only 70.95% of foster children receive stipends for CWA-required costs of clothing. *Id.* Only 4.51% of foster families receive transportation reimbursement; only 26.30% receive mileage or bus reimbursement. *Id.*

**2. The Foster Board Rates Fail to Cover the Costs of (and the Costs of Providing) Food, Housing and Miscellaneous Expenses**

HDHS’s foster board rates are based on costs for families raising children in “Urban West” states: Alaska, Arizona, California, Colorado, Hawai`i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. CSOF12. In relying on USDA Urban West states’ costs, HDHS ignored concerns raised by its own consultant, University of Hawai`i professor Dr. Susan Chandler, that those costs did not account for Hawaii’s higher cost of living compared to other Urban West states. CSOF13. Indeed, HDHS directed that the final policy proposal *omit* recommendations to adjust USDA Urban West costs *upward* to account for Hawaii’s higher cost of living:

**Mr. Alston:** At some point, you started looking at USDA Urban West Figures?

**Dr. Chandler:** Yes.

**Mr. Alston:** And you understood that those figures did not take into account, except in sort of averaging Hawaii among all the Western states, the cost of living in Hawaii; correct?

**Dr. Chandler:** Yes.

**Mr. Alston:** And did that raise some question in your mind as to whether the USDA Urban West figures were appropriate for use in Hawaii?

**Dr. Chandler:** Yes, yes.

**Mr. Alston:** Can you explain?

**Dr. Chandler:** Well, because it's an average and because Hawaii has a very high cost of living, we at one point put in the idea, as is done in Washington, D.C., that maybe there should be some cost of living adjustment. And so we -- one of the reports we put in, that this is what the cost of living adjustment is usually like. And again, as a policy person, I wasn't recommending that they tag it as an increase annually because the legislature doesn't usually like that. But it was raised as a concern that it's a very high cost of living state. Electricity is the highest in the country. Rents are very, very high. It's a very expensive place to live. So certainly, the department was interested in increasing the rates. And other states had done that. I guess every state had done that by 2009, at least.

...

**Mr. Alston:** [A]t some point, you submitted a report that reflected the possibility of a cost of living increase. And what response did you get from the department?

**Dr. Chandler:** It was just recommended that it not be in the next draft.

**Mr. Alston:** Take that out, in other words?

**Dr. Chandler:** Yeah.

CSOF14; Ex. 12 at Tr.:20:19-22:18. *See* Ex. 13 (HDHS compilation of documents demonstrating Hawaii's higher cost of living).

HDHS's age-tiered rates also used outdated 2011 USDA data, and failed to account for inflation from 2011 to 2014. CSOF15; Ex. 7 at 30(b)(6) Tr.:33:4- 40:8, 50:22-51:5. In fact, HDHS chose to rely on 2011 USDA costs—even though (higher) 2012 costs were available by December 2013. CSOF16; Ex. 15 at SOH05233-34 (“If \$8M is fixed amount, then using 2012 USDA report will probably increase projected totals.”).

### **3. HDHS's Foster Rates Were Reverse-Engineered From a Pre-Determined Amount**

HDHS claims that the age-tiered, USDA-based methodology was developed through a “collaborative process” between HDHS and the University of Hawaii’s College of Social Science, Public Policy Center (University). Ex. 1 (Jan. 30, 2014 Legislative Testimony at Executive Summary). The truth is, HDHS determined that they would be able to “get” \$8 million from the Legislature and directed Dr. Susan Chandler, Director of the University’s Public Policy Center to “fit [her] recommendations into a known amount of money.” *Id.*, Ex. 12 (Chandler Tr.:10:22-24, 13:20-24):

**Mr. Alston:** So at some point somebody says to you, look, Dr. Chandler, we have \$8 million to divvy up, figure out some recommendations for divvying that up to increase the [foster board rate] amounts; is that right?

**Dr. Chandler:** Yes.

To fit within its predetermined budget, HDHS calculated the new board rates using USDA expenditures for only three categories of costs: (1) food; (2) housing; and (3) miscellaneous expenses. CSOF17; Ex. 7 at 30(b)(6) Tr.:93:13-97:10; Ex. 16 at SOH11436.

HDHS determined that paying 95% of the USDA costs of raising a child would cost the Department **\$8,146,012.75**. *Id.* Given HDHS's directive to "divvy up" the \$8 million, Dr. Chandler initially recommended a 20% overall increase that would cost \$8,092,248.00—which was "pretty close" to the Department's \$8,146,012.75 estimate. Ex. 17 at SOH05895:

Hi,  
Here are my calculations for increasing foster board payments by 20% overall and adding a supplement for infants/toddlers. I will write up the report using and justifying these numbers. \$100.00 may seem a lot for the babies, so this is a recommendation and of course, you can lower that amount. However it wouldn't raise the amount much spread out over 6,009 kids. The total increase cost to the department overall would be \$8,092,248. (Pretty close to Lisa's \$8,146,012.75, eh?)  
Susan

The University's final recommendation adopted HDHS's plan to increase the monthly foster care payment based on 95% of 2011 USDA costs for: (1) food, (2) housing, and (3) miscellaneous expenses. CSOF18; Ex. 18 (Chandler Final Report) at SOH08435. Ex. 12 at Tr.:42:23-25:

**Mr. Alston:** So the 95 percent and the 2011 data was what the department wanted you to use?

**Dr. Chandler:** It got to the number.



In fact, HDHS revised Dr. Chandler's report to ensure that the foster board rate increase would cost "only up to the \$8.5 M request to the legislature in this budget":

Body: Hi Lisa: I edited the report--the most recent and the one you may want to work from is the one that FC rate report 3 with methodology--1 12 14. The other report is an earlier version with the track changes in case I took out too much--- We need to change the tables to 2011 and only up to the \$8.5 M request to the legislature in this budget. Thank you so much!!

Ex. 19. Accordingly, HDHS's budget-driven foster board rates fail to comply with CWA's requirement that HDHS provide foster care maintenance payments sufficient to cover all the costs required under the CWA.

### **III. ARGUMENT**

#### **A. Summary Judgment Standard**

Summary judgment is appropriate where there is no genuine issue of material fact. Fed. R. Civ. P. 56; *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986); *Galen v. County of Los Angeles*, 477 F.3d 652, 658 (9th Cir. 2007). Once the moving party shows that there is no material factual dispute and that it is entitled to prevail as a matter of law, the nonmoving party must go beyond the pleadings and identify facts that show a genuine issue for trial. *Cline v. Indus. Maint. Eng'g & Contracting Co.*, 200 F.3d 1223, 1229 (9th Cir. 2000). For purely legal questions, summary judgment is appropriate without deference to the nonmoving party. *Celotex*, 477 U.S. at 327. And, where a party attempts to

introduce “a new affidavit or declaration that contradicts its prior Rule 30(b)(6) testimony on a motion for summary judgment, that contradictory evidence should be excluded.” *Hyde v. Stanley Tools*, 107 F. Supp. 2d 992, 993 (E.D. La. 2000); *Rainey v. Am. Forest & Paper Ass’n*, 26 F. Supp. 2d 82, 95-96 (D.D.C. 1998); *Premier Displays & Exhibits v. Cogswell*, 2009 WL 8623588, \*8 (C.D. Cal. Dec. 23, 2009) (a party cannot create an issue of fact by an affidavit contradicting their prior deposition testimony).

**B. The CWA Requires States to Cover the Costs of Enumerated Expenses for Eligible Foster Children**

As a matter of law, HDHS is required to make foster care maintenance payments on behalf of each qualifying child that “cover the cost of (and the cost of providing)” the categories of expenses enumerated under the CWA. 42 U.S.C. § 675(4)(A). In order to “cover” costs, a state must provide “**an amount sufficient to pay all the costs**” required under the CWA: food, clothing, shelter, daily supervision, school supplies, a child’s personal incidentals, liability insurance with respect to a child, reasonable travel to the child’s home for visitation, and reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement. *California Alliance of Child & Family Servs. v. Allenby*, 589 F.3d 1017, 1021 (9th Cir. 2009) (emphasis added); *see also Cal. State Foster Parent Ass’n v. Wagner*, 2008 WL 4679857, at \*7 (N.D. Cal. Oct. 21, 2008), *aff’d*, 624 F.3d 974 (9th Cir. 2010); *C.H. v. Payne*, 683 F. Supp. 2d 865, 882 (S.D. Ind.

2010) (“whichever method the State chooses it must consider the mandatory cost factors enumerated in § 675(4)(A)”); *Mo. Child Care Ass’n v. Martin*, 241 F. Supp. 2d 1032, 1045 (W.D. Mo. 2003) (“At a minimum, the State is obligated to have a process for determining rates that takes into account the statutory criteria mandated by the CWA.”).

The CWA does not set rates or tell states how they are supposed to cover costs. It does not require states to apply an index ... or to adopt any particular system for arriving at the amount to be reimbursed. But the CWA does direct participating states to make foster care maintenance payments that “cover the cost of” listed items ... Nothing required [the State] to opt in to the CWA program, but once it agreed to take federal dollars, it is “bound to comply with federally imposed conditions.

*Allenby*, 589 F.3d 1023. In *Allenby*, the Ninth court held that a state could **not** satisfy the CWA by paying **most** of the costs of providing CWA-enumerated items. 589 F.3d at 1023 (“The federal objective is for those costs to be covered ... 80 percent isn’t even close”). Here, as in *Allenby*, HDHS violates the CWA because its foster board rate does not even attempt to cover all of the CWA-enumerated items. And, for those items that the foster board rate **is** intended to cover, HDHS chose to pay *less than 100%* of those costs despite a significant cost of living differential between Hawai`i and those states whose data HDHS used to calculate the foster board rate.

**C. HDHS's Foster Board Rate Does Not Cover All the CWA-Enumerated Costs**

It is undisputed that HDHS's foster board rate is only intended to pay for food, shelter, and miscellaneous personal expenses. Ex. 7 (30(b)(6) Tr.:33:4 – 36:5. It does not cover (or even purport to cover) other CWA costs: (1) clothing; (2) daily supervision; (3) school supplies; (4) liability insurance with respect to a child; and (5) reasonable travel to the child's home for visitation and reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement. HDHS will undoubtedly claim that it offers other "benefits" in addition to the foster board rate. But it cannot rely on these purported "benefits" to cure the foster board rates' insufficiency.

First, many foster parents "do not apply for these extra benefits, are not aware of them, or are not eligible for them." CSOF11; CSOF19; Ex. 11 at 8; Ex. 20 at SOH03970. The CWA does not condone Hawaii's "Easter egg hunt" system of foster-board-payments-plus-additional-"benefits", which puts the burden on foster families to ferret out and pursue such benefits. The plain language of the CWA requires HDHS to make foster care maintenance payments that cover the costs of the enumerated items. 42 U.S.C. §§ 672(a)(1), 675(4)(A). The Ninth Circuit has held that in order to "cover" costs, a state must provide "**an amount sufficient to pay all the costs**" required under the CWA. *Allenby*, 589 F.3d 1021.

HDHS concedes that many of these benefits are subject to eligibility requirements and availability of funds. Exs. 9-10. HDHS also admits that not all foster families receive these benefits. Ex. 11. Plaintiffs are entitled to summary judgment on this basis; Hawaii's foster parents are entitled to receive a foster care maintenance payment sufficient to cover **all** the required costs to care for their foster children.

Second, neither the foster board rate nor HDHS's additional "benefits" are intended to cover the CWA-required cost of school supplies. *See* Ex. 10 at 5-24. For that reason alone, Plaintiffs are entitled to summary judgment on the sufficiency of HDHS's foster care maintenance payment.

Finally, many of the benefits HDHS provides are unrelated to CWA-enumerated costs. Ex. 9 at 3-7; Ex. 10 at 5-24 (listing unrelated benefits such as medical costs, group activity fees, respite care, completion awards, Project First Care Payments, Enhancement Funds). HDHS cannot rely on these "benefits" to make up for their failure to adequately cover the costs required by the CWA.

**D. HDHS's Foster Board Rate Does Not Adequately Cover the Costs of Food, Shelter, and Children's Personal Incidentals**

HDHS's age-tiered foster board rates are intended to cover food, shelter, and a foster child's personal incidentals only. Ex. 7 at 30(b)(6) Tr.:33:4 – 36:5. The foster board rates fail even to adequately cover the costs of providing these items to Hawaii's foster children because HDHS based its rates on **discounted** average

costs of Urban West states. Hawai`i has a higher cost of living than any other Urban West state. CSOF 20; Ex. 13 (HDHS compilation of price data from State of Hawai`i 2012 Data Book) at, *e.g.*, SOH8017 (Hawai`i ranked as highest cost of living in the nation); Ex. 21 (Regional Price Parity Table from State of Hawai`i Data Book 2013 showing Hawaii's higher cost of goods and serves as compared to all U.S. Urban West states).<sup>2</sup> Even though Hawaii's cost of living and cost of goods and services is significantly higher than Urban West States, HDHS **chose to pay less than** those states' costs in order to meet its budget request. This budget-driven methodology does not comply with the CWA. *See, e.g., Arkansas Med. Soc'y, Inc. v. Reynolds*, 6 F.3d 519, 531 (8th Cir. 1993) (the State cannot "simply ignore" federal reimbursement requirements in order to suit budgetary needs).

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<sup>2</sup> Pursuant to Fed. R. Evid. 201(b), Plaintiffs request that the Court take judicial notice of the fact of Hawaii's higher cost of living. The Court can take judicial notice of an unquestioned economic event, which has been reprinted in internet articles describing or confirming the event, or other information such as published governmental statistics. *Vagueria Tres Monjitas, Inc. v. Comas*, 980 F. Supp. 2d 65 (D.P.R. 2013) (citing *Chhetry v. U.S. Department of Justice*, 490 F.3d 196 (2d Cir. 2007)); *see also Pickett v. Sheridan Health Care Ctr.*, 664 F.3d 632, 648-49 (7th Cir. 2011) (judicially noticing the BLS consumer price index); *Rhoades v. Walsh*, 2009 WL 2600094 (D. Me. Aug. 19, 2009) (judicially noticing BLS work life expectancy tables); *Woodfin Suite Hotels, LLC v. City of Emeryville*, 2007 WL 81911, at \*2 (N.D. Cal. Jan. 8, 2007) (judicially noticing BLS wage data).

**E. HDHS's Periodic Review Failed to Assure the Appropriateness of Its Foster Board Rates**

HDHS is required under both federal and state law to conduct periodic reviews of its foster payment amounts. 42 U.S.C. § 671(a)(11); Haw. Admin. R. § 17-1617-22 (requiring review at five-year periods to “assure [the] continued appropriateness” of foster care maintenance payments). Plaintiffs propounded interrogatories requesting that HDHS identify all steps or measures taken to periodically review foster care maintenance payments to ensure their adequacy under the CWA. HDHS’s response identified annual reviews “in conjunction with bills being introduced to increase the board rate in Legislative Sessions from at least 2009.” Ex. 9 at 13 Response 3 (citing legislative testimony). HDHS identified no reviews prior to 2009. And, each of the identified “reviews” failed to assure the appropriateness of Hawaii’s foster board rates. Instead, HDHS repeatedly opposed long-overdue rate increases, citing the fiscal impact of such increases and concluding that increases “would not be prudent” given the State’s “current fiscal situation.” Exs. 3-5. The 2013-2014 “review” of the foster board rates resulted in adoption of a budget-based methodology that purposely ignored the costs of providing CWA-enumerated items to Hawaii’s foster children in favor of ensuring that the increase would cost the Department “only up to the \$8.5M request to the legislature in [its] budget.” Ex. 19 at SOH11558. By focusing on the fiscal impact of any foster board rate increase rather than the “continued appropriateness” of the

rate itself, HDHS violated the CWA's periodic review mandate. To hold otherwise would eviscerate the statutory language requiring that the reviews "assure the[ ] continuing appropriateness" of the foster care maintenance payments. 42 U.S.C. § 671(a)(11). Accordingly, Plaintiffs are also entitled to summary judgment on Defendant's violation of the CWA's requirement that HDHS conduct periodic reviews of the foster payments to "assure their continuing appropriateness."

#### IV. CONCLUSION

For the foregoing reasons, this Court should grant Plaintiffs' motion for summary judgment against Defendant.

Dated: August 7, 2015

Respectfully submitted,

By: /s/ Claire Wong Black  
VICTOR GEMINIANI  
GAVIN THORNTON  
PAUL ALSTON  
J. BLAINE ROGERS  
CLAIRE WONG BLACK  
ALAN COPE JOHNSTON  
JOSEPH K. KANADA

Attorneys for Plaintiffs



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

PATRICIA SHEEHEY, PATRICK SHEEHEY, RAYNETTE AH CHONG, individually and on behalf of the class of licensed foster care providers residing in the state of Hawai`i;

Plaintiffs,

vs.

RACHAEL WONG, in her official capacity as the Director of the Hawai`i Department of Human Services,

Defendant.

Case No. CV13-00663 LEK-KSC

**CERTIFICATE OF SERVICE**

**CERTIFICATE OF SERVICE**

I hereby certify that, on the date and by the method of service noted below, a true and correct copy of the foregoing document was served on the following at their last known address:

**Served Electronically through CM/ECF on August 7, 2015:**

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Dated: August 7, 2015

Respectfully submitted,

By: /s/ Claire Wong Black  
VICTOR GEMINIANI  
GAVIN THORNTON  
PAUL ALSTON  
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CLAIRE WONG BLACK  
ALAN COPE JOHNSTON  
JOSEPH K. KANADA

Attorneys for Plaintiffs

# Motions

[1:13-cv-00663-LEK-KSC Ah Chong v. McManaman](#)

U.S. District Court

District of Hawaii

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**Case Number:** [1:13-cv-00663-LEK-KSC](#)

**Filer:** Raynette Ah Chong  
PATRICIA SHEEHEY  
PATRICK SHEEHEY

**Document Number:** [145](#)

### Docket Text:

**[MOTION for Summary Judgment Claire Wong Black appearing for Plaintiffs Raynette Ah Chong, PATRICIA SHEEHEY, PATRICK SHEEHEY \(Attachments: # \(1\) Memorandum in Support of Motion, # \(2\) Certificate of Service\)\(Black, Claire\)](#)**

**1:13-cv-00663-LEK-KSC Notice has been electronically mailed to:**

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**LAURIE CHANG - Activity in Case 1:13-cv-00663-LEK-KSC Ah Chong v. McManaman Motion for Summary Judgment**

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**U.S. District Court**

**District of Hawaii**

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PATRICIA SHEEHEY  
PATRICK SHEEHEY

**Document Number:** [145](#)

**Docket Text:**

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