

Rod R. Blagojevich
Governor



Erwin McEwen
Director

Illinois Department of Children & Family Services

Dear Provider/Vendor:

Your enclosed fiscal year 2009 contract/amendment was received in Central Office of Contract Administration on 8/28/08, as shown by our received date stamped on your copy.

The contract/amendment has now been executed and filed at the Illinois Office of the Comptroller.

Should you wish to share any thoughts or suggestions, relative to our contracting process, please feel free to use the reverse side of this notice and return to me.

DCFS appreciates your service to our clients and urges you to contact your contract liaison at any time pertaining to this particular contract or amendment.

(Over)

Sincerely,


Derek Hobson MBA
Manager
Office of Contract Administration

Division of Budget and Finance -Office of Contract Administration
406 E. Monroe Street, Station # 455
Springfield, Illinois 62701
Voice / 217-785-3930 FAX 217-782-3796



ACCREDITED • COUNCIL ON ACCREDITATION FOR CHILDREN AND FAMILY SERVICES

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. **TERM AND TERMINATION**
2. **DESCRIPTION OF SUPPLIES / SERVICES**
3. **PRICING**
4. **STANDARD TERMS AND CONDITIONS**
5. **CERTIFICATIONS AND CONFLICTS**
6. **SUPPLEMENTAL PROVISIONS**

RECEIVED
OCA/SPFLD

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Certified Name) CHAMPAIGN COUNTY

(DCFS Name) CHAMPAIGN COUNTY State's Attorney

Signature _____

Printed Name Julia R. Rietz

Title State's Attorney Date 07/30/08

Principal 101 E MAIN ST

Address URBANA, IL 61801-2710

Phone 217-384-3733 Fax 217-384-3816

E-mail jrietz@co.champaign.il.us

Dept. of Human Rights Public Contract # 11456-00

Contractor Fiscal Year From: 12/01/08 to 11/30/09

STATE OF ILLINOIS

(Name of Agency) IL Department of Children & Family Services

Director Signature _____

Printed Name Erwin McEwen

Title Director Date 9-15-08

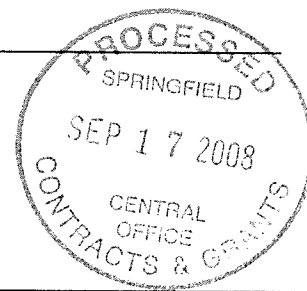
Designee Signature _____

Printed Name Derek Hobson

Title Manager, Contracts Date 9-15-08

406 E. Monroe St

Address Springfield, IL 62701



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

Designee Signature _____

Printed Name _____

Title _____ Date _____

CPO #33 -- Approved by General Counsel

Signature _____

Printed Name DEBRA D. NATLOCK Date 9/17/08

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc): _____

IPB Publication Date: _____ IPB Ref. # _____

(Fiscal Use Only) Obligation # _____

Award Code: _____

Subcontractor Utilization? Y / N Subcontractor Disclosure? Y / N

PBC-# 31999

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name: CHAMPAIGN COUNTY

Taxpayer Identification Number:

Social Security Number _____

or

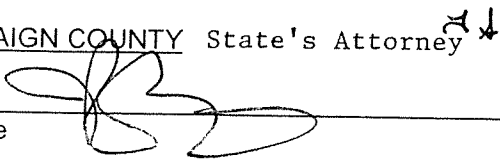
Employer Identification Number 37-6006910

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|--|
| ☐ Individual | ☒ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non-Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification.) |
| ☐ Other: _____ | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |

VENDOR (Official Name and D/B/A)

CHAMPAIGN COUNTY State's Attorney 

Signature

July 30, 2008

Date

Julia R. Rietz

State's Attorney

Printed Name

Title

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

This Contract shall be effective on 7/1/2008 and shall expire on 6/30/2009

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES

Supplies and/or services are necessary for meeting the Department's mission of protecting children and strengthening families.

2.2 GOALS AND OBJECTIVES

The Contractor agrees to deliver services to the Department as stipulated in "Section 2.3 Supplies and/or Services Required."

2.3 SUPPLIES AND/OR SERVICES REQUIRED

Services delivered by the Contractor shall comply with all Department rules, regulations, procedures, protocols, and policy guides, all of which are hereby incorporated by reference and made a part of this contract. The following service requirements are identified by Sections 1.0 thru 10.0 as applicable. Boilerplate requirements resume with Section 2.4 Milestones and Deliverables.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE
STATE OF ILLINOIS
AND
CHAMPAIGN COUNTY, ILLINOIS

The Department of Children and Family Services of the State of Illinois ("DCFS") and Champaign County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. County shall provide to DCFS legal services and support staff relative to termination of parental rights cases as requested by DCFS. County shall provide through the office of the State's Attorney of Champaign County, Illinois ("the State's Attorney") an attorney to review, prepare and determine to prosecute certain additional parental termination cases transmitted to County by DCFS during the term of this Agreement ("the Case(s)"), whose services shall include as to each Case, review of the appropriateness of filing a Petition or Motion requesting termination of parental rights ("Petition"); all necessary preparation and filing of the Petition, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, and other attorneys; and all other duties normally and customarily associated with, or required relative to, prosecution of such cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraphs 20 and 21 of this Agreement. The State's Attorney, as an officer of County, agrees to provide personnel to perform the services required by this Agreement and to supervise, monitor, report and perform the other duties required of the State's Attorney by this Agreement.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

2. County and DCFS each acknowledges that the underlying purpose for their agreements contained in this Agreement is to permit County to provided an additional person(s) to serve as a full or part time independent contractor or employee serving under the direction of the State's Attorney to provide dedicated services as specified in Paragraph 1 of this Agreement. Each such person is referred to hereafter in this Agreement as "Attorney".

3. Attorney shall be a licensed attorney whose services are provided in addition to the regular staff of the State's Attorney, whether provided as a fulltime employee of the State's Attorney. County shall certify in writing delivered to the General Counsel of DCFS and the local Regional Counsel of DCFS at the beginning of the term of this Agreement that any Attorney provided under this Agreement is a licensed attorney provided in addition to the regular staff of the State's Attorney, whether provided as an additional independent contractor or as an additional full or part time employee of the State's Attorney. County shall additionally certify in writing delivered

to the General Counsel and local Regional Counsel of DCFS within five (5) calendar days of any such occurrence, each change to the then existing certification relative to the matters contained in this Paragraph.

C. TERMS AND PAYMENTS

July 1, 2008 11 June 30, 2009 11

4. The term of this Agreement is from July 1, 2005 through June 30, 2006 unless terminated prior thereto in accordance with the terms of this Agreement.

5. (A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 36,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,000.00 , each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used to provide direct payment, of either contractual payment or wages to Attorney(s); and that none of said monies will be used to provide employee benefits to any Attorney including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) County shall provide at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff, and other support staff necessary and/or desirable for the providing of services under this Agreement, and all reasonable expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees, publication costs, subpoenas fees, witness fees, Court reporter fees and fees for the preparation or production of exhibits, except only those such expenses, if any, agreed to be furnished or reimbursed to County by DCFS through a written agreement executed by DCFS prior to the increment of said expense(s).

6. DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

7. County represents that its Federal Tax Identification number is 37-6006910.

D. LEGAL SERVICES

8. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

9. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

10. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel and its local Regional Counsel, each, an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

11. Each Attorney shall attempt to schedule Court hearings relative to the Cases for at least one (1) full Court day per calendar week and shall be available to attend same.

12. The directions and Case assignments of each Attorney provided by County to perform services under this Agreement shall be made by the States's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

13. (A) The maximum number of open Cases that may be assigned to the State's Attorney at any one time under this Agreement is eight (8) unless the State's Attorney agrees to accept a greater number of Cases.

(B) The maximum number of open Cases that the State's Attorney may assign to any one Attorney at any one time under this Agreement is eight (8) unless that Attorney agrees to accept a greater number of Cases.

(C) For purposes of calculations made under this Paragraph, the Cases of siblings having the same parents, both mother and father, shall count as a single Case regardless of the number of such siblings.

14. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

15. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

16. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney. DCFS shall have the right to provide to the State's Attorney, through the State's Attorney or her/his designee, any comments DCFS may desire relative to each said licensed attorney. The State's Attorney shall consider any such comments received from DCFS in hiring and/or assigning said licensed attorney to provide as Attorney any of the services to be provided under this Agreement. Nothing in this Agreement shall provide to DCFS either the direct right, or the right to require the State's Attorney, to hire, refuse to hire, supervise, discipline, refuse to discipline, terminate or refuse to terminate any specific or particular person provided by the State's Attorney as Attorney to perform any of the services to be provided under this Agreement by any Attorney qualified by DCFS pursuant to Paragraph 17 hereof.

17. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

18. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

19. All terms of employment and/or contract, in addition to the monies provided by DCFS for the salary of the attorney, between County and each attorney or other support personnel provided by County to perform any of the services to be provided under this Agreement shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

20. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court;

the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

21. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

22. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

23. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph 23 shall survive the termination of this Agreement.

I. STANDARD OF PERFORMANCE

24. The State's Attorney acknowledges that in evaluation of performance under this Agreement, the standard to be used to determine whether or not satisfactory performance has been made by the State's Attorney will be the completion of an average of 2.5 Cases per calendar month per assigned attorney and that same shall be used relative to decisions affecting termination or renewal of this Agreement.

I. TERMINATION

25. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph 4 herein.

26. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.

27. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

28. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

29. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

30. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

31. County and DCFS each agrees that the titles given to the various Sections of this Agreement are for reference only and are not any substantive provisions of this Agreement.

32. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

33. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms,

conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 30th day of July, 2008.

Champaign County, Illinois

BY:

Julia R. Rietz

State's Attorney of

Champaign County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from Champaign County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

C. Pius Weibel
(Signature)

C. Pius Weibel
(Print Name)

1776 E. Washington Street
Street Address

FEIN #37-600-6910
(Social Security Number)

County Board Chairman
Title

Urbana, IL 61802
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from the Department of Children and Family Service of the State of Illinois to execute this Agreement on behalf of said Department and to bind said Department to the terms, conditions and provisions of this Agreement.

[Signature]
(Signature)

(Social Security Number)

(Print Name)

Title

Street Address

City and ZIP Code

A:\Termination Contracts\Intergovernmental Agreement.006.wpd

*Complete
Section*

5/13/08

2.4 MILESTONES AND DELIVERABLES

Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____ N/A _____

2.5 VENDOR / STAFF SPECIFICATIONS

Any staff specifications are detailed in Section 2.3 Supplies and/or Services Required.

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

See attached State Supplemental Terms and Conditions as applicable.

3.0 PRICING

3.1 METHOD AND RATE OF COMPENSATION

Vendor shall be compensated by the following method:

- ☐ hourly _____ ☐ monthly _____ ☐ day _____ ☐ other (specify) _____
☒ The Department will pay per the payment rates listed on the attached "Rate Schedule"

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	ADOPTION SUBSIDY / LEGAL	7/1/2008	6/30/2009	0302	\$3,000.00

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

- ☐ Firm Price _____
☒ Estimated Price \$36,000.00

3.3 RENEWAL COMPENSATION

If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT

N/A % discount for payment within ___ days of receipt of invoice

3.6 TAX

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (**30 ILCS 105/25**).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (**30 ILCS 540**) and rules (**74 Ill. Adm. Code 900**) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (**30 ILCS 500/25-60(b)**).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State's obligations shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or the federal

funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 USE AND OWNERSHIP

All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of

any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT

Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW

The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Adm. Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. *In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.*

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (**42 U.S.C. § 12101 et seq.**) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

5.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (**30 ILCS 500/50-5**).

5.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).

5.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (**30 ILCS 500/50-10.5**).

5.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (**30 ILCS 500/50-11**) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).

- 5.8** Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledges that failure to comply can result in the Contract being declared void.
- 5.9** Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (**30 ILCS 500/50-14**).
- 5.10** Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**30 ILCS 500/50-25**).
- 5.11** Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- 5.12** Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (**30 ILCS 500/50-40, 50-45, 50-50**).
- 5.13** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (**30 ILCS 565**).
- 5.14** Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (**30 ILCS 580**).
- 5.15** Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (**30 ILCS 582**).
- 5.16** Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (**720 ILCS 5/33 E-3, E-4**).
- 5.17** Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- 5.18** Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- 5.19** Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (**30 ILCS 583**).
- 5.20** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (**30 ILCS 584**).
- 5.21** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (**30 ILCS 500/50-14.5**) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (**410 ILCS 45**) are prohibited from doing business with the State until the violation is mitigated".
- 5.22** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with **Executive Order No. 1 (2007)**. The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also

applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.23 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- 5.23.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 5.23.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
- 5.23.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

_____ Definitions

_____ Public Works Requirements (820 ILCS 130/4)

_____ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

_____ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

_____ Prohibition on Contingent Fees (certain federally funded contracts)

_____ BEP Subcontracting Requirements

☒ State Supplemental Terms and Conditions

_____ Budget

☒ ~~Exhibit C~~ (Independent Audit, Cost and Financial Reporting)

_____ Exhibit E (CFS 968-32 Civil Rights Reporting)

_____ Exhibit F (Agency Board Member's Information)

_____ Vendor Supplemental Terms and Conditions

☒ Other (Specify) Attorney Registrations + Qualifications



ATTORNEY REGISTRATION & DISCIPLINARY COMMISSION
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LAWYER SEARCH RESULTS

ARDC Lawyer Search Results from the ARDC database last updated as of August 7, 2008 at 11:17:39 AM: for the following terms: Last Name: maxey, First Name: wayne, status: All, Country: all

Name	Date Admitted	City	State	Authorized to Practice?
Wayne Earl Maxey	May 9, 1991	Urbana	IL	Yes

Address information is not available online for retired judges or lawyers who are retired, inactive, deceased or who never registered with ARDC, due to privacy considerations or because ARDC never received those addresses. For those lawyers, "N/A" is displayed above to indicate that the city and state information is not available online. Click on the name of a lawyer to obtain more detailed information regarding the lawyer, including registration status, registered business address and telephone number if available, and any public disciplinary or disability history.

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WAYNE E. MAXEY

400 S. White
Sidney, IL 61877
217-871-3418

WORK EXPERIENCE:

- **CHAMPAIGN COUNTY SENIOR ASSISTANT STATE'S ATTORNEY -**
December 2004 to present. Champaign, Illinois.

May 22, 2006 assigned abuse and neglect unit.

- **PRIVATE PRACTICE - June 1998 to December 2004.**
In private practice I handled civil, family, and criminal matters.
- **MASON COUNTY ASSISTANT STATE'S ATTORNEY - August 1998 to January 2004.** Mason County, Havana, Illinois.

Prosecution of all types of cases.

Due to the size of the county, by statute, this is a full-time, part-time position.

- **TAZEWELL COUNTY ASSISTANT STATE'S ATTORNEY - April 7, 1991 to April 7, 1998.** Full time felony prosecutor from 1994 until April 1998. Tazewell County, Pekin, Illinois.

Supervisor of juvenile division.

Review all juvenile reports and make charging decisions.

Supervise one full time juvenile prosecutor and one staff person.

Prior to 1994, full time juvenile prosecutor responsible for reviewing all reports, delinquency, abuse and neglect, making charging decisions and prosecuting all cases.

Legal advisor to Tazewell County Zoning Board of Appeals and Land Use Committee.

Prosecute all matters involving zoning issues in the County.

Assist in re-writing the Tazewell County Zoning Code.

Training.

Trained three new juvenile prosecutors.

Provided in service training for probation officers and DCFS workers.

- **LAW CLERK - Muck Law Office, Lincoln, Illinois (1990 to 1991).** My responsibilities included case investigation and preparation. This involved legal research, investigation and drafting documents.
- **ILLINOIS STATE POLICE - Trooper, Springfield, Illinois (1967-77 and 1980-83).**

1980-1983: I was selected to serve as a Case Review Officer for the Auto Theft Unit.

1972-1977 Police-training instructor.

EDUCATION:

- **JURIS DOCTORATE DEGREE.** Regent University Law School, Virginia Beach, Virginia, May 1990.
Admitted to Illinois Bar May 1991. Admitted to Texas Bar July 2004.
- Course study toward Master's Degree in Business Administration from University of Illinois Springfield, Springfield, Illinois, 1976.
- **BACHELOR OF ARTS** in Social Justice. University of Illinois Springfield, Illinois, August 1975.
- Illinois State Police Training Academy, 1967.
- Police Training Instructor (40 hour training course)

CONTINUING LEGAL EDUCATION:

- National College of District Attorneys, Rapid City, SD, 1993. Juvenile Justice and Domestic Violence.
- National College of District Attorneys, Flagstaff, AZ, 1995. Experienced Prosecutor's Course.
- Illinois State Bar Association: 1999-DUI Prosecutor Seminar; 2000-Family Law Update; 2003-Traffic Law, Criminal Law Updates; 2004-Family Law Update.
- Capital Litigation Seminar, New Orleans, Louisiana, 2003.
- National District Attorneys Association, National Advocacy Center, Columbia, S.C. Sexual Assault Trial Advocacy, April 2005.
- Foundation of Legal Ethics by the Texas Center for Legal Ethics, April 2005
- Basics of Law Practice by the Texas Center for Legal Ethics, May 2005



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LAWYER SEARCH RESULTS

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Name	Date Admitted	City	State	Authorized to Practice?
Stephanie Alane Weber	November 8, 2001	Urbana	IL	Yes

Address information is not available online for retired judges or lawyers who are retired, inactive, deceased or who never registered with ARDC, due to privacy considerations or because ARDC never received those addresses. For those lawyers, "N/A" is displayed above to indicate that the city and state information is not available online. Click on the name of a lawyer to obtain more detailed information regarding the lawyer, including registration status, registered business address and telephone number if available, and any public disciplinary or disability history.

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STEPHANIE A. WEBER

503 East Tomaras Avenue • Savoy, Illinois 61874 • (312) 914-4038 • WeberSA@msn.com

EDUCATION

UNIVERSITY OF ILLINOIS COLLEGE OF LAW, CHAMPAIGN, ILLINOIS

Juris Doctor, *Magna Cum Laude*, May 2001

Member and Associate Editor, *The Elder Law Journal*

UNIVERSITY OF ILLINOIS, URBANA-CHAMPAIGN, ILLINOIS

Bachelor of Arts in English and Spanish, August 1998

Golden Key National Honor Society (top 15% of class)

UNIVERSIDAD DE GRANADA, GRANADA, SPAIN

Study Abroad, January 1998-June 1998

LEGAL EXPERIENCE

CHAMPAIGN COUNTY STATE'S ATTORNEY'S OFFICE, URBANA, ILLINOIS

Assistant State's Attorney, February 2005 to present

- Currently assigned to Juvenile Abuse & Neglect Division; previously assigned to Traffic Division.

MCDERMOTT, WILL & EMERY, CHICAGO, ILLINOIS

Associate Attorney, Trial Department, July 2002-June 2004

- Generally, researched legal issues, drafted pleadings and motions and coordinated discovery in complex commercial litigation cases. More specifically, represented legal interests of major insurance carrier in federal bankruptcy court in connection with a \$15 million asbestos-related coverage dispute; litigated fraud and fiduciary duty issues in multi-million dollar trust case; arbitrated breach of joint operating agreement between two hospitals; played major role in settling a \$4 million preference action in federal bankruptcy court on behalf of a creditor of a major U.S. airline; researched and analyzed legal issues and drafted pleadings in an environmental contamination mass tort case involving over 700 plaintiffs; litigated breach of a master service agreement by international telecom corporation; settled pro bono wrongful termination suit on behalf of a pro se plaintiff alleging national origin discrimination.

JENNER & BLOCK, CHICAGO, ILLINOIS

Associate Attorney, Litigation Department, September 2000-March 2002; Summer Associate, May 2000-August 2000

- Researched legal issues and developed strategy in asbestos litigation, reinsurance litigation and contract litigation; researched and wrote for publication and presentation about complex environmental insurance coverage issues and reinsurance policy issues; researched issues relating to online charitable solicitation for a pro bono non-profit corporate client.

OTHER EXPERIENCE

ILLINOIS DEPARTMENT OF CORRECTIONS, SPRINGFIELD, ILLINOIS

Michael Curry Intern, Transfer Coordinator's Office, Summer 1997

- Assisted effort to maximize available prison space by auditing sentence-reduction practices and Electronic Detention program; assigned security grade designations to incoming detainees; toured IDOC maximum, minimum and medium security prisons and discussed corrections issues with both wardens and prisoners.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, SPRINGFIELD, ILLINOIS

Governor's Environmental Corps Intern, Bureau of Water, Summer 1996

- Created statewide database of potential contamination sources; tested community water supplies; educated youth about environmental concerns while volunteering at summer camps.

PUBLICATION

"Re-thinking the Estate Tax: Should Farmers Bear the Burden of a Wealth Tax?" THE ELDER LAW JOURNAL, Vol. 9, No. 1 (Spring 2001).

LANGUAGE

Fluent in Spanish.

STATE SUPPLEMENTAL TERMS AND CONDITIONS

The following clauses are added to the State of Illinois – Contract for Purchases of Services with the Illinois Department of Children and Family Services, hereinafter referred to as the “Department” and are hereby incorporated into this contract with the signatures of the service vendor and duly authorized representatives of the Department.

1.4 TERMINATION FOR CONVENIENCE

Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.

2.3 SUPPLIES AND/OR SERVICES REQUIRED

- a) The Contractor shall comply with Department employment requirements in effect during the Contract Term.
- b) In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.
- c) In the event of a conflict between a provision(s) of the Program Plan Supplies and/or Services Required and any other Contract requirement(s), the Contract requirement(s) shall apply.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

2.11 OTHER SPECIFICATIONS

- a) The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data. In cooperation with the OIG, the Contractor agrees to the following:
 - 1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
 - 2) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
 - 3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
 - 4) To allow and encourage employees to speak to the OIG regarding pending investigations.
- b) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- c) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- d) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 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.

- e) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- f) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- g) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- h) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i) The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the DCFS Advocacy Office for Children and Families or by checking on the DCFS Website at www.state.il.us/dcfs. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.
- j) Upon request of the Department, the Contractor shall participate to the extent and in the manner as requested by the Department in developing and delivering services to Department clients within designated LANs.
- k) Upon expiration or termination of this Contract, the Department shall issue a determination of excess revenue. No later than 15 days after the Contractor's completion of the required audit, all revenues in excess of expenses as of the date of expiration or termination shall be returned by check(s) (with Department contract numbers identified on all checks and/or correspondence) in accordance with all appropriate rules and requirements and shall be made payable to:

Treasurer, State of Illinois
c/o Illinois Department of Children & Family Services
406 East Monroe Street
Station #412
Springfield, IL 62701

3.1 METHOD AND RATE OF COMPENSATION

When applicable, the Department will pay per the payment rates listed on the attached "Rate Schedule."

3.3 RENEWAL COMPENSATION

The Department reserves the right to modify the contract amount, unless otherwise noted in Section 2.4 Milestones and Deliverables, based on prior year expenditures or projected utilization.

3.7 INVOICING

For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

3.8 PAYMENT TERMS AND CONDITIONS

- a) Section 1.2060 of Title 44 of the Illinois Administrative Code, Subtitle A, Ch.1, Part 1a) Standard Procurement, requires, in relevant part, that: Except in an emergency, or where immediate performance is necessary to protect the programmatic interest of the agency and all required approvals have been obtained, the vendor selected for award shall not begin any billable work or charge expenses prior to final execution of the contract by the State. These requirements are also reflected in the State of Illinois Office of the Comptroller Procedure 15.20.30, which applies to all Department contracts for professional or artistic services involving the expenditure of more than \$5,000.00.

- b) The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
- c) The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

- a) Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
- b) The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
- c) The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
- d) The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- e) The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.
- f) If the Contractor (excluding day care providers, unless they are involved in cost based rate negotiations and governmental entities) receives in the aggregate \$150,000 or more from the Department during the current State of Illinois fiscal year, the Contractor will submit audit reports prepared by an independent Certified Public Accountant in accordance with generally accepted Governmental Auditing Standards and Department Rule 357.120(c) within 180 days following the completion of the Contractor's fiscal year.
- g) All governmental and not-for-profit organizations must also consider federal audit guidelines and all federal funds expended by the agency to complete audits in accordance with the guidance specified in the Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations. If required to prepare an audit in accordance with OMB Circular A-133, the audit must still contain the information listed in Department Rule 357.120 (c).
- h) The Department will notify your agency under separate cover of sub-recipient and federal dollars paid by program description and CFDA number. The notification will be for each twelve month period ending June 30th.
- i) All governmental entities audited by the Illinois Auditor General, will submit a copy of those audits to the Department within 60 days following completion.
- j) If the contracting Agency is licensed by the Department, they shall also submit a Licensed Child Welfare Agency Management Self Reporting Form, in compliance with Rule 401, Licensing Standards for Child Welfare Agencies, Appendix C.
- k) The Contractor shall submit two (2) copies of its bound audit report, and all attachments, to the Department of Children and Family Services, Office of Budget Development, 406 East Monroe Street, Station 440, Springfield, IL 62701. Requests for extensions should be sent to this same address on or before the due date of the required report.

- l) Written requests for waivers should be submitted to the Deputy Director, Monitoring and Quality Assurance Division, 1026 S. Damen, Chicago, IL 60612, before the due date of the required report and shall specify the reason/s for the request.

4.5 CONFIDENTIAL INFORMATION

- a) Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
- b) The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

4.6. USE AND OWNERSHIP

- a) Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
- b) Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
- c) The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
- d) The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
- e) The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
- f) Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.
- g) All Equipment the Department assigns to Vendors and Contractors or Equipment otherwise purchased with State or federal funds received from the Department, is owned by the Department of Children and Family Services. The use of State-owned property for personal use or private gain is strictly prohibited. Vendors and Contractors assigned Equipment must also properly use, maintain, secure, and store the Equipment in accordance with Department Administrative Procedures 19 and 20. Vendors and Contractors shall return all Equipment to the Department upon request.
- h) The Contractor is strictly prohibited from using any funds provided under this contract for the purchase or acquisition of real estate or other real property.

4.10 ASSIGNMENT AND SUBCONTRACTING

- a) This contract or any part thereof shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
- b) Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall comply with all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.

c) At a minimum, all written contracts between a subcontractor and Contractor shall specify the following information:

- 1) Date of Agreement;
- 2) Parties to the Agreement;
- 3) Location and address of the subcontractor's principal office(s);
- 4) Subcontractor's Federal Taxpayer Identification Number (FEIN) or Social Security Number;
- 5) Scope of services the subcontractor will be required to provide;
- 6) Outcomes and results;
- 7) Means by which services will be provided and the location where the services will be provided
- 8) Unit of service upon which payment will be based;
- 9) How often the Contractor will make payments to the subcontractor. Contractors shall make payments to subcontractors no less than on a quarterly basis;
- 10) Maximum amount payable under the subcontract;
- 11) Term of the subcontract;
- 12) Subcontract expiration date;
- 13) Conditions for early subcontract termination, if any; and,
- 14) A certification by the subcontractor that its services will comply with DCFS rules, regulations, procedures, and policy guides.

d) To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontractor shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service..

e) The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

4.13 BACKGROUND CHECK

The Contractor certifies that a criminal history check via fingerprints of persons age 18 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, drug testing in accordance with Administrative Procedure #24, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The contractor further acknowledges that the Department may declare the contract void if this certification is false.

4.18 NOTICES

a) For any address change, the Contractor will give written notice of any change(s) of its principal office address at least 30 days in advance of the change.

b) Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

5.24 CERTIFICATIONS AND CONFLICTS

The Contractor will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Conflict of Interest.

Department of Children & Family Services

Exhibit C

Independent Audit, Cost and Financial Reporting Requirements

Rev. 4/2008

Provider agencies contracted for the services listed on Attachment I below (note the exclusions), shall submit two (2) copies of an annual Consolidated Financial Report (CFR) and if an audit is required, two (2) copies of a certified independent audit report within 180 days of the end of the provider agency's fiscal year to the address identified below. **IF a certified independent audit is required, the Consolidated Financial Report must be bound within the certified independent audit report and the independent auditor shall provide an opinion expressing the accuracy of the Costs and Revenues schedules of the Consolidated Financial Report (CFR).**

The Department will notify providers who received more than \$150,000 and are required to submit a certified independent audit and/or consolidated financial report in October following the June 30 fiscal year end. If a provider is required to do an A-133 audit, but received less than \$150,000 from the Department, the provider is responsible for submitting an A-133 audit to the Department as well.

If you are required to submit the CFR to one or more of the Illinois Department of Human Services (DHS), Children and Family Services (DCFS) and the State Board of Education/Illinois Purchase Care Review Board (ISBE/IPCRB), you must start all the CFR schedules (except Report of Service Units) with the "Total Agency" columns, taken from the audited financial statements; then break out into columns, all programs that all entities require you to report in detail. In this way, only one set of CFR schedules need to be completed, with copies submitted to all the entities requiring submittal.

The contract program plan may identify financial and statistical reporting requirements in addition to those stated here. The provider agency shall adhere to additional reporting requirements if stated in the contract program plan.

All seven (7) schedules of the Consolidated Financial Report plus one supplemental service unit schedule (attached) must be completed.

1. Agency Information Page
2. Program Names Schedule
3. Costs Schedule
4. Revenues Schedule
5. Service Units Schedule
6. Personnel Schedule
7. Contractual Schedule
8. Supplemental Service Units Schedule (Attachment II)

Electronic copies of the Consolidated Financial Report and instructions, as well as a sample opinion, are available online at www.state.il.us/dcfs/costrpt/cstmain.html.

The agency-wide certified independent and OMB A-133 audit report submission shall contain the following information:

- 1) Independent Auditor's Report - an expression of the auditor's opinion on the financial statements. If a Consolidated Financial Report (CFR) is submitted, the independent auditor shall provide an opinion expressing the accuracy of the Costs and Revenues schedules of the Consolidated Financial Report (CFR).

- 2) Statement of Financial Position (balance sheet)
- 3) Statement of Activities - a statement of revenue and expenses and changes in net assets. This statement should specifically identify revenue received for the Department's programs. The cost of management and general expenses should also be shown.
- 4) Statement of Cash Flows
- 5) Statement of functional expenses for the agency, including management and general expenses and fundraising expenses. This schedule should show by functional and natural classifications the expenses for each individual contracted program; to enable identification of costs covered by Department funding.

A program is defined as a coherent assembly of activities, and supporting resources contained within an administrative framework, to implement an organization's mission or some specific related aspect of that mission. In the context of Department contracting and provider agency cost reporting, material differences in contract program plans are used to distinguish programs as being separate from one another. The Department will only rarely issue separate contracts for the same program in the same period. One program can be, and often is, funded by more than one purchaser of services.

- 6) Notes to the financial statements, shall include, but not be limited to, a note on the basis of accounting and the basis for recording and method for depreciation of assets.
- 7) Reports on Compliance and Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- 8) Management letter from the certified independent audit firm that specifies those accounting and internal control deficiencies that merit attention and the agency's response to the management letter.
- 9) Department Checklist
- 10) Licensed Child Welfare Agency Management Self Reporting Form (required only if licensed by the Department)
- 11) Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations (SF-SAC)
- 12) Illinois Attorney General Form 990

Mailing address for submission of certified independent audit reports, Consolidated Financial Report and extension request is:

Office of Planning and Budget Development
Department of Children and Family Services
Mail Station 440
406 East Monroe Street
Springfield, Illinois 62701-1498

Audit and cost reports are necessary to evaluate the costs for similar provider services during the same time period. Unless the Department determines that circumstances do not warrant the following action, noncompliance with the fiscal reporting requirements included in this Part and the cost reporting requirements in accordance with 89 Ill. Adm. Code 356.40 (Cost Information Requirements of Providers) will result in:

- a) withholding of rate increases; or
- b) non-renewal or termination of the purchase of service contract; or
- c) withholding of current contract payments in full or in part for services provided (the MRO rate and billing expectations will not be changed and foster parent rates will not be reduced). Such withholding of payments will occur 60 days after the provider has received written notice from the Director of the Department of his/her designee.

If you have never completed a CFR and are interested in receiving training, please let Janet McKeown know at Janet.McKeown@illinois.gov. Questions regarding the audit and cost reporting requirements should also be directed to Janet McKeown.

Attachment I

The following contract types (identified by the 3 letter contract descriptor code found on the first page of boiler plate in upper right hand corner) are required to be reported on the Consolidated Financial Report (CFR):

ADP	Adoption	IFS	Intact Family Serv
AFC	Adolescent Foster Care	ILO	Independent Living Option
APS	Adopt. Preserv. Service	INO	Institution Out Of State
AVA	Advocate Agency	LAN	Local Area Network
CAR	Treat/Res Child Abuse	MAC	Medicaid Agency Counseling
CAS	Child Advocacy Support	MAD	Medicaid Adoption Services
CAY	CAYIT	MCG	Medicaid Pvt Group Home
CCI	Child Care Institution	MCI	Medicaid Pvt Institution
COR	Court Ordered Home Study	MCT	Medicaid Spec Foster Care
CPM	Child Pers/Phy Maint	MGF	Medicaid Group Home Fee For Service
CSA	Counseling Agency	MIO	Medicaid Inst Out State
CSC	Counseling Central Office	MLC	Medicaid Transitional Living Comprehensive
CSI	Counseling Intact Family	MSL	Medicaid Supervised Independent Living
CST	Counseling Toxicology	NOR	Norman Consent Order
EFS	Extended Family Service	PCC	Foster Care Performance Contract Cook
FCA	Foster Care Agency	PCD	Performance Foster Care Downstate
FCE	Foster Care Exempt	PCS	Performance Cook – Small
FCI	Foster Care Initiative	PPT	Pregnant & Parenting Teen
FCN	Spec Foster Care – Non-standardized	PRH	Provider Agency Relative Home
FCS	Spec Foster Care Standardized	SOC	System Of Care
FIC	Foster Care - Intake Closed	TLP	Transitional Living Program
FPS	Family Preservation	TLS	Transitional Living Life Skills
FTF	Family To Family	TYP	Youth Stabilization Program
GH	Group Home	VIT	Visitation
HAB	Agency Family Habilitation	YES	Youth Emergency Shelter
HCN	Health Care Network	YIC	Youth In Crisis
		YOU	Youth/Commun Service

Most generally excluded from reporting on the CFR are governmental entities, individuals, contractual employees, electronic data processing, out of state providers serving 5 or fewer DCFS kids and contracts where payments are less than \$10,000.

Agency Name: _____

Fiscal Year Reported: _____

SUPPLEMENTAL REPORT OF SERVICE UNITS / DAYS / NIGHTS

	Revenue Source	Program 1	Program 2
<u>Grant Programs:</u>			
Service Unit Type			
Total Service Units Provided		0	0
by Revenue Source 1:	DCFS		
by Revenue Source 2:	DHS		
by Revenue Source 3:	ISBE		
by Revenue Source 4:			
<u>Purchase of Service / Fee For Service:</u>			
Client Units / Days of Enrollment			
Total Client Units / Days Delivered			
by Revenue Source 1:	DCFS		
by Revenue Source 2:	DHS		
by Revenue Source 3:	ISBE		
by Revenue Source 4:			
Number of Days Program Operated			
Lic. Capacity Beginning of Report Period			
Lic. Capacity End of Report Period			
Date of Change, in any (MM-DD-YY)			

**Champaign County Board Members
2006-2008**

DISTRICT 1

R - Chris Doenitz

Home: 125 County Road 2300 N
Mahomet IL 61853
Office: 586-3022
FAX: 586-3022 (office)
Email: mahtwpl@netscape.net

R - John D. Jay

Home: 302 W. Main
Mahomet IL 61853
Home: 586-5336
Office: Corn Belt Fire Dept.
506 East Main St.
Mahomet IL 61853
Office: 586-3380
FAX: 586-5042 (office)
Cell: 841-1014
Email: jjay@mchsi.com

R - Lawrence D. Sapp

Home: 311 Ridge Rd.
Mahomet IL 61853
Home: 202-6405
Cell: 202-6405
Email: arr2ff526@aol.com

DISTRICT 2

R - Ron Bensyl

Home: 304 W. Main St.
Royal IL 61871
Home: 583-3385
Office: 1311 S. Neil St.
Champaign IL 61820
Office: 373-6856
FAX: 373-6857 (office)
Email: ronb@hughes.net

R- Kevin Hunt

Home: 1125 Oakcrest Dr.
Rantoul IL 61866
Home: 893-9011
Email: kevin.hunt64@hotmail.com

R - Stan James

Home: 1310 E County Road 2900 N
Rantoul IL 61866
Home: 893-4771
Office: 200 Mitchell Court
Rantoul IL 61866
Office: 892-2711
FAX: 892-2937 (office)
Email: stanusa@verizon.net

DISTRICT 3

R - Brad Jones

Home: 3105 Amy Drive
Champaign IL 61822
Home: 359-2541
Email: brad-jones1@hotmail.com

R - Alan Nudo

Home: 2001 Byrnebruk Drive
Champaign IL 61822
Home: 355-9225
Office: 222 N. State Street
Champaign IL 61822
Office: 351-4223
FAX: 351-4226 (office)
Cell: 840-3865
Email: alannudo@comcast.net
alnudo@robsons.com

R - Jonathan Schroeder

Home: 684 County Road 400 N
Sadorus IL 61872
Home: 598-2327
Email: jms@illicom.net

DISTRICT 4

R - Gregory J. Knott

Home: 1377 County Road 2275 E
St. Joseph IL 61873
Home: 469-0223
Email: gknott63@aol.com

R - W. Stephen Moser

Home: 1860 County Rd. 1400 N
Urbana IL 61802
Home: 469-7565
Fax: 469-2647
Cell: 369-7565

R - Stanley S. O'Connor

Home: 1151 County Road 1800 E
Urbana IL 61802
Home: 688-2210
Email: soconnor7@gmail.com

DISTRICT 5

D - Lloyd Carter, Jr.

Home: 810 W. Fairview Ave.
Urbana IL 61801
Home: 344-3305
Fax: 344-3305

D - Lorraine Cowart

Home: 601 E. Bradley
Champaign IL 61820
Home: 355-9042
Email: lxcowart@sbcglobal.net

D - Carol Ammons

Home: 1108 N. Busey
Urbana IL 61801
Home: 344-1811
Office: 1315A Curt Drive (Catholic Charities)
Champaign IL 61821
Office: 352-5179 ex. 234
Cell: 721-8330
Email: carolammons@gmail.com

DISTRICT 6

D - Matthew Gladney

Home: 508 S. Edwin
Champaign IL 61821
Home: 217-355-1277
Email: itsmattsworld@yahoo.com

D - Claudia Gross

Home: 3 Flora Ct.
Champaign IL 61821
Home: 359-3777
FAX: 359-3777 (home)
Cell: 493-1787
Email: claudiag44@aol.com

D - Michael Richards

Home: 409 W Columbia, #2
Champaign IL 61820
Cell: 390-1740
Email: mcrchrds@hotmail.com

DISTRICT 7

D - Janet Anderson

Home: 1911 McDonald Dr.
Champaign IL 61821
Home: 356-2433
Email: 2jaba@comcast.net

D - Carrie Melin

Home: 713 Arlington Ct.
Champaign IL 61820
Home: 359-9083
Email: melin@mailcan.com

D - C. Pius Weibel

Home: 709 W. Green St.
Champaign IL 61820
Home: 398-6117
Email: cweibel@co.champaign.il.us
cpiusweibel@hotmail.com

DISTRICT 8

D - Thomas E. Betz

Home: 707 W. Oregon
Urbana IL 61801
Home: 328-5419
Office: 324 Illini Union, 1401 W. Green
Urbana IL 61801
Office: 333-9053
FAX: 333-0474 (office)
Email: tbetz_legalguy@yahoo.com

D - Ralph L. Langenheim

Home: 401 W. Vermont
Urbana IL 61801
Home: 344-5285
Office: Dept. of Geology, Univ. of Illinois
245 W. Green St. 245 NHB
Urbana IL 61801
Office: 333-1338
FAX: 244-4996 (office)
Email: rlangenh@hotmail.com

D - Jennifer Putman

Home: 402 W. Delaware Ave.
Urbana IL 61801
Home: 337-1148
Office: Publication Services
1802 S. Duncan Rd.
Champaign IL 61822
Office: 398-2060 ext. 304
Email: jenny-p@sbcglobal.net

DISTRICT 9

D - Steve Beckett

Home: 1794 Aero Place
Urbana, IL 61802-9300
Home: 328-0353
Office: University of Illinois College of Law
504 E. Pennsylvania
Champaign IL 61802
Office: 333-3608
FAX: 244-1478 (office)
Email: steve@beckettwebber.com

D - Brendan M. McGinty

Home: 805 East Shurts St.
Urbana, IL 61801
Home: 328-1994
Office: 1713 S. State St.
Suite 102
Champaign IL 61820
Office: 351-4303
Fax: 312-224-8246 (office)
Email: brendan.mcginity@gmail.com

D - Barbara Wysocki

Home: 108 W. Holmes
Urbana, IL 61801-6615
Home: 367-5014
Email: b-wysocki@hotmail.com