

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, COUNTY DIVISION**

HOPE HILL, et al., by and through their next friend,)
LESLIE JONES, on their own behalf and on)
behalf of all others similarly situated,)

Plaintiffs,)

v.)

JAMES ERICKSON, Director, Chicago-Read Henry)
Horner Children’s Center; GORDON JOHNSON,)
Director, Illinois Department of Children & Family)
Services; and ANN KILEY, Director, Illinois)
Department of Mental Health and Developmental)
Disabilities,)

Defendants.)

No. 88 CO 296

Judge Patrick A. McGann

SUPPLEMENT TO THE HILL CONSENT DECREE

This Supplement to the *Hill* Consent Decree (“Supplement”) is the result of a compromise and settlement of Plaintiff Teen Class Members’ Motion for a Temporary Restraining Order and Injunctive Relief to Enforce Compliance with the Terms of the *Hill* Consent Decree. This is not a determination of liability. Defendant Erwin McEwen (“Defendant”), Director of the Illinois Department of Children and Family Services (“DCFS”), denies all of the allegations in the Motion. Nothing herein shall be considered an admission of fault by the Defendant, nor shall anything herein be considered an admission of any weakness of proof by Plaintiffs, nor shall anything herein be considered an admission by Plaintiffs that Defendant and DCFS adequately meet, or have met, Class Members’ needs. Further, in entering into this Supplement, the Defendant makes no admission of wrongdoing or of liability for any alleged injuries caused Plaintiffs, all such allegations having been and being expressly denied by Defendant. This Supplement is not an admission or concession by the Director or by DCFS that DCFS violated the *Hill* Consent Decree or the rights under statute, or the Illinois or Federal constitutions, of Plaintiff Class Members.

In an effort to avoid the burden, costs, and inherent risks of further litigation, Plaintiffs and Defendant have determined that it is in the interests of the Class and the public to settle this dispute with the entry of this Supplement to the *Hill* Consent Decree. Plaintiffs agree to voluntarily dismiss their claims raised in “Plaintiffs Teen Class Members’ Motion For a Temporary Restraining Order and Injunctive Relief to Enforce Compliance With the Terms of the *Hill* Consent Decree,” filed June 30, 2009, in exchange for entry of the Order entering this Supplement to the *Hill* Consent Decree.

The parties agree to submit the Supplement to the *Hill* Consent Decree to the Court at the status hearing set for December 9, 2009.

Having carefully reviewed this Supplement, the parties being in agreement hereto, and the Court being fully advised of the premises, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

The *Hill* Consent Decree shall remain in full force and effect. The *Hill* Consent Decree shall be modified by this Supplement only as follows:

Teen Parent Consultant

1. Pursuant to Paragraph 8(b) of the *Hill* Consent Decree, Mary Sue Morsch is appointed to serve as the Teen Parent Consultant for a period of years not to exceed five (5) years commencing January 1, 2010. Should Ms. Morsch be unable to complete this term, her replacement will be selected according to the procedure described in Paragraph 8(b) of the *Hill* Consent Decree.
2. In addition to fulfilling the duties assigned the Teen Parent Consultant in the *Hill* Consent Decree generally, and in Paragraphs 8, 9, and 31 of the *Hill* Consent Decree specifically, the Teen Parent Consultant shall perform a comprehensive study evaluating whether Class Members are receiving adequate placements and services consistent with the terms of the *Hill* Consent Decree. The Teen Parent Consultant shall make recommendations based on the results of the study regarding any additional services, changes or adjustments that are required to serve the Class pursuant to the terms of the *Hill* Consent Decree and whether the *Hill* Consent Decree shall be terminated or continued for a period of time. That study shall be submitted to DCFS and to *Hill* Class Counsel no later than January 1, 2015.
3. Defendant's obligations to provide information and access to the Teen Parent Consultant under the terms of this Supplement are in addition to Defendant's obligations to provide information and access to the Teen Parent Consultant as described in Paragraph 9(a) of the *Hill* Consent Decree. Defendant shall provide unfettered access to all information which the Teen Parent Consultant may reasonably seek regarding or affecting the *Hill* Class, delivery of services of any kind to the *Hill* Class and placements, budgets, accounting data, systems, procedures, and implementation efforts concerning *Hill* Class Members. Such information includes both that in raw form and in the form of reports and compilations, including obtaining information through and from the research entities typically utilized by DCFS such as Chapin Hall and the Children and Family Research Center. Defendant shall bear the cost therefor and shall provide such information promptly and directly to the Teen Parent Consultant. Further, such information includes but is not limited to data, compilations, summaries, and reports from all agencies or entities with which DCFS contracts. Defendant agrees that this information may be shared with employees, consultants, or agents of the Teen Parent Consultant subject to the conditions described in the attached Protective Order. The Teen Parent Consultant shall be given access to the Statewide Automatic Child Welfare Information System ("SACWIS") with respect to each *Hill* Class Member. Specifically, Defendant shall:

- (a) Provide monthly reports on the fifth (5th) day of each month to the Teen Parent Consultant including but not limited to:
- (i) A list of all Class Members with dates of birth, names, and ages of their children and status of pregnancy (if applicable); their placement types, locations, and contact information; their individualized placements and assigned caseworkers with telephone numbers; all services of any kind currently provided to such Class Members and by whom; and the next assigned court date;
 - (ii) A list of contractors and agencies providing services to Class Members, including a description of the services being provided and the dollar amount of any contract or reimbursement;
 - (iii) A list of all services and programs currently being provided to Class Members;
 - (iv) All requests for proposals and proposed contracts that could affect programming, services, placement, procedures or implementation for *Hill* Class Members;
 - (v) DCFS resource allocation data;
 - (vi) DCFS's budget information, including information that shows DCFS's proposed budget, final budget (including line breakouts as they pertain to and affect *Hill* Class Members) as approved by the legislature and governor, and information showing how DCFS actually spends its budget;
 - (vii) DCFS's legislative initiatives;
 - (viii) Training materials for any training which has occurred pertinent to the *Hill* Class Members' services, programming or placements within the previous thirty (30) days;
 - (ix) Reports or analyses generated in the previous thirty (30) days evaluating programs, or data that could be used for program analyses, including performance-based contract reports;
 - (x) Reports or analyses generated in the previous thirty (30) days regarding budget analyses, including accounting data tracking actual disbursements for programming and services affecting *Hill* Class Members;
 - (xi) Current contact information (including telephone numbers and email addresses) for all agencies or contractors providing programming or services to *Hill* Class Members;
 - (xii) Copies of all correspondence from DCFS to contractors or agencies providing services of any kind to or placements of *Hill* Class Members;

- (xiii) Unusual Incident Reports regarding pregnant and parenting teen wards;
 - (xiv) Any complaint received by the DCFS's Advocacy Office related to pregnant and parenting teen wards; and
 - (xv) DCFS's plans or proposals, whether final or non-final, for any changes to services, placements or programming for *Hill* Class Members.
- (b) The Teen Parent Coordinator(s) shall be responsible for collecting information required by the Teen Parent Consultant and providing the Teen Parent Consultant information as required. Should the Teen Parent Consultant at any time reasonably require information in addition to the information provided in the monthly reports, the Teen Parent Consultant may contact the Teen Parent Coordinator(s) to obtain such information. Information shall be provided in a timely manner and no later than sixty (60) days from the date of a written request. At no time may a reasonable request for information regarding *Hill* Class Members, programming, placements, services or implementation be denied.
 - (c) Ensure that the key DCFS staff members implementing and overseeing placements and services to the *Hill* Class Members meet with the Teen Parent Consultant and counsel for the parties. These meetings shall occur quarterly, or as required, upon the agreement of the parties, beginning the first quarter of 2010.
 - (d) Class Counsel and the Teen Parent Consultant shall have prompt access to the Director should any issues arise affecting *Hill* Class Members or programming for *Hill* Class Members.
4. The Director or his designee shall make available to *Hill* Class Counsel any or all of the information obtained by the Teen Parent Consultant from DCFS or Defendant. In addition, the Teen Parent Consultant shall make available to counsel for the parties any other information independently gathered from DCFS or any other source. The Teen Parent Consultant shall periodically, not less than monthly, communicate with *Hill* Class Counsel and the Director or his designee regarding programming as well as other issues related to implementation and operation of the *Hill* Consent Decree.
 5. The Director or his designee shall ensure that the Teen Parent Consultant has current contact information for the Teen Parent Coordinator(s), and the Teen Parent Coordinator(s) shall promptly respond to any individual Class Member need identified by the Teen Parent Consultant.

Class Counsel

6. The Director or his designee shall provide advance notice to Class Counsel regarding proposed or pending changes to programming, rules, policies, protocols, regulations, programming descriptions, or any other information as necessary (as described in Paragraph 34 of the *Hill* Consent Decree) that may affect *Hill* Class Members, and to negotiate in good faith (pursuant to Paragraph 35 of the *Hill* Consent Decree) with Class Counsel regarding implementation of such programming.

Termination Provision

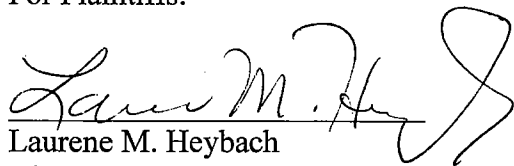
7. A fairness hearing shall be scheduled and conducted in 2018 regarding the appropriateness of termination of the *Hill* Consent Decree.

Fee Provision

8. Plaintiffs may file an application for attorneys' fees and costs within 60 days from the entry of this Supplement to the *Hill* Consent Decree. Defendant does not admit or concede liability for or Plaintiffs' entitlement to attorneys' fees and costs.

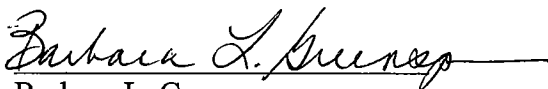
Agreed:

For Plaintiffs:



Laurene M. Heybach
Director, Law Project of the
Chicago Coalition for the Homeless
1325 S. Wabash, Suite 205
Chicago, Illinois 60605
312/435-4548

For Defendant, Erwin McEwen, Director,
DCFS:



Barbara L. Greenspan
Assistant Attorney General
100 W. Randolph, Suite 11-200
Chicago, Illinois 60601
312/814-7087

Dated: December 4, 2009