State of Illinois
Department of Human Services-Division of Rehabilitation Services

Agreement for Repayment of Funds for the Home Services Program

WHEREAS: _____ (Recipient)

FEIN/Social Security Number: _____ , transacting business/residing at _____

_____

received payments from the Department of Human Services-Division of Rehabilitation Services (DHS-DRS), 400 West Lawrence, P.O. Box 19429, Springfield, Illinois 62794-9429, to which the Recipient was not entitled, and

WHEREAS, during the period of _____ through _____

$ _____ was paid directly to Recipient by the Division of Rehabilitation Services and, WHEREAS, Recipient acknowledges $ _____ were improperly paid him/her and Recipient owes the said sum to the Division of Rehabilitation Services and desires to enter into this Agreement for repayment of said sum.

NOW THEREFORE, Recipient agrees to repay said sum to the Division of Rehabilitation Services on the following terms:

1. MONTHLY PAYMENT. Recipient shall make_____ consecutive monthly payments, the first _____ payment(s) of $ _____ and a final payment of $ _____ . _____

_____

2. PLACE OF PAYMENT. Payments are to be made payable to the "State of Illinois", "Division of Rehabilitation Services" and mailed or delivered to: DHS-Bureau of Collections, P.O. Box 19502, Basement, Springfield,IL 62794 Attn: Accounts Receivable.

3. CHANGE OF ADDRESS OR NAME. Any change of address or name shall be communicated in writing to the other party within 10 days of said change.

4. DEFAULT. If any payment is not made when due, the entire remaining unpaid balance will immediately become due and owing. Further, if Recipient enters into bankruptcy proceedings, the unpaid balance then due and owing shall immediately become payable in full. In any civil action brought to collect any sum due but unpaid under this Agreement, the Division of Rehabilitation Services and the State of Illinois shall be entitled to recover all reasonable attorneys' fees and costs incurred.

5. EFFECTIVE DATE. This Agreement shall become effective on the date when signed by all necessary parties and shall remain in force until the sum due and owing is paid in full.

6. PREPAYMENT. Nothing in this Agreement shall prohibit prepayment at any time of all or part of the sum then owed. However, partial prepayment shall not affect the obligation of Recipient to continue payments, as detailed in paragraph 1, until the total sum hereunder is paid in full.

7. RELEASE. Upon full payment of said debtor, the Division of Rehabilitation Services shall deliver to recipient a complete and unconditional release from all claims and causes of action resulting from the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto agree to all the terms and conditions herein above stated.

_____ Date	_____ Recipient (Please Sign Name)
_____ Phone Number	_____ Recipient (Please Print Name)
_____ Date	_____ Fraud Supervisor DHS-DRS Home Services Program

Distribution: Original - Misspent Funds
Copy - Recipient
Copy - Case File