

# Committee of the Whole

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June 10, 2014  
Handouts

1. Item VII A Mental Health Board Update & Report
2. Item VIII A9-Additional DDB Applicant Information
3. Item VIII C3 Review and Recommendation for Administrative Services Positions
4. Item IX E1 State's Attorney Presentation Regarding Fees to Support Existing Programs
5. Item IX I1-2 General Corporate fund FY2014 Budget Projection Report and Budget Change Report
6. Item IX J1 – MPA contract



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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### CHAMPAIGN COUNTY BOARD FOR CARE AND TREATMENT OF PERSONS WITH A DEVELOPMENTAL DISABILITY

**DATE:** June 10, 2014  
**TO:** Members, Champaign County Board  
**FROM:** Peter Tracy  
**SUBJECT:** Status report

This memorandum is to provide an update for the Champaign County Board concerning planning and funding activities of the Champaign County Mental Health Board (CCMHB) and the Champaign County Developmental Disabilities Board (CCDDDB) for FY15 contracts (July 1, 2014 through June 30, 2105). Funding decisions were finalized on May 21, 2014.

#### Systems in Change

In Illinois, we are currently in the midst of major changes in the delivery of supports and services for people with mental illnesses, substance use disorders, and intellectual disabilities and developmental disabilities. The changes are being brought about by the State's rebalancing efforts, lawsuits and consent decrees, national trends and paradigm shifts, new statutes, implementation of the Affordable Care Act, Medicaid expansion, and various managed care pilot projects including the Choices project in Champaign Vermilion, Ford and Iroquois Counties.

Of concern to community mental health authorities and county developmental disabilities boards is how the myriad of changes will effect established funding patterns, and exactly where do local funding authorities fit? The State's shift away from General Revenue Funding (GRF) to Federal Financial Participation (FFP) will continue to redefine our funding parameters, and will also create additional stress on an already stressed system because of the inadequacy of Medicaid rates. The full implementation of Medicaid Managed Care is in process and has not been fully explained. To some extent it is a little like trying to build an airplane at 30,000 feet.

On the positive side (i.e., for 708 and 377 Boards), the changes cited above will actually open up tremendous opportunities for rethinking how we prioritize local dollars. Specifically, we can anticipate the State (and their managed care entities) will control costs by making adjustments in clinical eligibility requirements. It is reasonable to predict that a significant cohort of people will be in need of services, but will not meet the clinical threshold necessary to receive services.

It should be noted that major systemic changes are currently underway pertaining to the delivery of services and supports for people with intellectual disabilities and developmental disabilities (ID/DD) in the United States and in Illinois. Factors that will influence our policies, service/support prioritization, and funding decisions include: (1) Olmstead; (2) Ligas Consent Decree; (3) Williams Consent Decree; (4) Illinois Employment First Act; (5) the final CMS Home and Community Based Services (HCBS) rule; (6) the shift of funding from the Illinois General Revenue Fund (GRF) to Federal Financial Participation; (7) the EPSDT class action lawsuit in Illinois; (8) pending lawsuits in a number of states concerning sheltered workshops and segregated centers; (9) Medicaid supplementation issues (10) the Affordable Care Act and Medicaid

Medicaid expansion; (11) Medicaid managed care for I/DD; (12) the Illinois 1115 Medicaid Waiver. To the extent possible, all of these factors have been taken into account in formulating staff recommendations for ID/DD services and supports.

### **CCMHB FY15 Decision Priorities and Decision Support Criteria**

#### **Priority #1 – Collaboration with the Champaign County Developmental Disabilities Board**

As required by the Intergovernmental Agreement between the CCDDDB and CCMHB, \$597,342 in revenue has been set aside to fund intellectual disabilities and developmental disabilities programs, services, and supports.

#### **Priority #2 – ACCESS Initiative Sustainability**

The CCMHB has committed to sustaining our system-of-care after the term of the cooperative agreement with IDHS expires on September 30, 2015. A major component of this effort will be to continue our support and sponsorship of the Community Coalition with the City of Champaign and other units of local government. We envision the Community Coalition as the system-integrating and planning level of the system of care. In addition, the CCMHB plans to work with the Community Coalition, the Illinois Department of Healthcare and Family services, and Choices (the managed care company contracted for the pilot project in Champaign, Vermilion, Ford and Iroquois Counties to plan the “service level” for the system-of care and organize our resources to coordinate with other funders to enhance service capacity and efficacy. Full integration of these collaborations and programs will facilitate and improve system level policy and coordination, police-community relations, seamless service delivery, expansion of available matching funds, and sustainability of the system-of-care infrastructure (e.g., family and youth involvement, cultural competence, trauma informed, strength based, etc.).

#### **Priority #3 – Behavioral Health Programs for Youth with Serious Emotional Disturbance.**

Alignment between Quarter Cent for Public Safety funding, CCMHB funding, and other federal, state and/or local funding streams to efficaciously address the needs of youth with SED by supporting the following services and supports:

(a) **Parenting with Love and Limits (PLL)** – Maintenance of Parenting with Love and Limits (PLL) as a means of assuring clinical efficacy and attainment of desired outcomes for ACCESS Initiative youth and families, as well as other youth involved in the juvenile justice system.

(b) **ACCESS Initiative** – In partnership with the Illinois Department of Human Services (IDHS), implementation of the Substance Abuse and Mental Health Services Administration (SAMHSA) Children’s Initiative (by subcontract from the IDHS). During FY15, the project will be entering its transition phase as it moves away from the funding provided through the Cooperative Agreement to the sustainability phase.

(c) **Quarter Cent for Public Safety** – Full compliance with the MOU and support of development of a system of care which includes integrated planning with PLL and ACCESS Initiative. For FY15, it is recommended that this funding be used exclusively to support the Youth Assessment Center operated by the Regional Planning Commission (CCRPC).

Priority #4 – Behavioral Health Services and Supports for Adults with a Behavioral Health and Criminal Justice Interface.

Continuation during FY15 of the reconfigured behavioral health system which was designed to assure appropriate linkage to behavioral health services following incarceration, deflection of people with serious behavioral health problems prior to incarceration, and improved coordination between community based service providers and the Champaign County Jail’s behavioral health service provider for people during their incarceration. Included as a component of this priority is our continued support of the specialty courts, related services, and supports. Full compliance with memoranda of understandings pertaining to specialty courts will be continued during FY15.

Priority #5 – Local Funder Collaboration on Special Initiatives

It is recommended we support local funder collaborations intended to expand the availability of psychiatric services in Champaign County and/or development of an emergency shelter for families facing homelessness. Expansion of psychiatric services could include supporting a partnership between community based behavioral health providers and the Federally Qualified Health Center (FQHC) in Champaign County. The only caveat to this item pertains to how the ACA and Medicaid expansion addresses this deficiency. The implementation of Medicaid managed care could conceivably address this issue. An emergency shelter for families was piloted in the community last winter and spring. The prospect exists for those involved with the pilot to lead an effort to establish a permanent facility. As part of any collaboration with other local funders on an emergency shelter for families, consideration would be given to providing support services at the shelter.

**CCDDB FY15 Decision Priorities and Decision Support Criteria**

The following decision support and priorities were approved by the CCDDB in November 2013. These items are closely aligned with CCDDB planning and needs assessment processes, State and federal statute changes, intergovernmental agreements, memoranda of understanding, recommendations of consultants hired by the Board, the Board's stated goals and objectives, and the operating principles and public policy positions taken by the Board. Consideration and weighting of applications will be predicated by the following principles:

- Individuals with disabilities should have the opportunity to live like those without disabilities. They should have control over their day and over where and how they live.
- Supports for individuals with disabilities should focus on building connection, companionship, and contribution in the broader community, and on supporting presence and participation in community settings where their individual contributions will be recognized and valued.
- Supports for individuals with disabilities should focus on developing and strengthening personal support networks that include friends, family members, and community partners.
- Supports for individuals with disabilities should systematically identify and mobilize individual gifts and capacities and create access to community associations, workplaces, and learning spaces in which network members have influence and standing.

Person Centered Planning (PCP)

Applications shall provide detailed information about the PCP process used by the applicant to develop a cogent service and support plan predicated on and specific to CCDDB funding and

which identifies and mobilizes community partnerships and resources that exist beyond the service system. To the extent possible, CCDDDB dollars will follow individuals rather than programs and will focus on PCP-driven services and supports tied to the individual. In addition, the PCP process shall promote self-directed and culturally appropriate individualized service plans which include measurable desired outcomes that strike a balance between what is 'important-to' and what is 'important-for' the individual.

PCP processes must include the presence and participation of the person with a disability, including whatever supports the person needs to express his or her intentions and wishes. These supports may include participation and representation by one or more family members, friends, or community partners in whom the person with a disability has indicated trust, especially in cases where the individual may have significant difficulty expressing their intentions and wishes.

Individuals should have the opportunity to make informed choices, based on access to complete information about services and financial supports available in integrated settings, exposure to integrated settings and individuals who work and live in them, and exploration of any concerns they may have about integrated settings.

#### Employment Services and Supports

Applications which focus on vocational services and supports which are predicated on efficacious PCP processes and which incorporate Employment First Act principles shall be prioritized, with an emphasis on full or part time work in integrated, community settings, consistent with industry standards, based on a person's interests and abilities, and, when indicated and chosen, supported by individually designed services. Further, all employment/vocational related applications must warrant that CCDDDB funding shall not supplement services funded by Medicaid. The following are examples of ES services and supports:

- assessment, exploration, and enhancement of vocational interests and abilities;
- support for the acquisition of job tasks and problem-solving skills;
- assistance in establishing a vocational direction/objective consistent with preferences;
- engagement of friends, family members, and community partners in identifying and creating access to workplaces in which those members have influence and standing;
- access to supported and/or customized employment opportunities;
- promotion of competitive employment outcomes;
- blended and/or transitional programs incorporating increased community integration.

#### Comprehensive Services and Supports for Young Children

Applications with a focus on services and supports for young children with developmental delays not covered by the State's Early Intervention program(s) or under the School Code shall be prioritized. Examples of services and supports include:

- an array of Early Intervention services addressing all areas of development;
- coordinated, home-based, and taking into consideration the needs of the entire family;
- early identification of developmental delays through consultation with child care providers, pre-school educators, and medical professionals;

- supports (including education, coaching, and facilitation) that focus on developing and strengthening personal and family support networks that include friends, family members, and community partners;
- supports that systematically identify and mobilize individual gifts and capacities and create access to community associations, workplaces, and learning spaces in which network members have influence and standing.

#### Flexible Family Support

Applications which focus on flexible, PCP-driven, family support for people with ID/DD and their families, which are designed to enhance stability and their ability to live together, shall be prioritized. Examples of flexible family support include:

- family respite, recreational activities, mutual support options, transportation assistance;
- assistive technology, home modification/accessibility supports, information, and education;
- other diverse supports which allow individuals and their families to determine care and treatment;
- assistance to the family to develop and maintain active, engaged personal support networks for themselves and their son or daughter.

#### Adult Day Programming and Social and Community Integration

Applications for PCP-driven adult day programming for people with ID/DD who may also have behavioral support needs and/or significant physical limitations shall be prioritized. Examples of services include:

- speech therapy, occupational therapy, fitness training, personal care support;
- support for the development of independent living skills, social skills, communication skills, and functional academics skills;
- community integration and vocational training, per consumer preferences
- facilitation of social, friendship, and volunteering opportunities;
- access to community education programs, fitness and health promotion activities, mentoring opportunities, and by other creative means.

#### Self-Advocacy and Family Support Organizations

Applications highlighting an improved understanding of ID/DD through support of sustainable self-advocacy and family support organizations, especially those comprising persons who have ID/DD, their parents, and others in their networks of support, shall be prioritized.

#### Inclusion and Anti-Stigma Programs and Supports

Applications that support efforts to reduce stigma associated with ID/DD may describe creative approaches which share the goals of increasing community awareness and challenging negative attitudes and discriminatory practices.

#### Individualized Residential Service Options

Applications which focus on residential service and support options predicated on efficacious PCP processes and not funded by the Department of Human Services shall be prioritized. CCDDDB funding for residential (and other) services and supports can potentially disqualify people from Medicaid and other State funding options.

**Overarching Decision Support Considerations – CCMHB and CCDDDB**

The FY15 allocation processes will require all applications to address the overarching criteria listed below. Assessment of all FY15 applications will focus on alignment with these overarching criteria.

1. **Underserved Populations** - Programs and services that promote access for underserved populations identified in the Surgeon General’s Report on Mental Health: Culture, Race, and Ethnicity and the consultation with Carl Bell, M.D.
2. **Countywide Access** - Programs and services that promote county-wide access for all people in Champaign County. Zip code data is mandated.
3. **Budget and Program Connectedness** - Applications that clearly explain the relationship between budgeted costs and program components receive additional consideration. “What is the Board buying?” is the salient question that must be answered in the proposal, and clarity is required.
4. **Realignment of Existing FY14 Contracts to Address Priorities** – The CCMHB reserves the right to reduce or eliminate incumbent programs and services in order to support the six FY15 priorities listed in this memorandum.
5. **Anti-Stigma Efforts** – Activities that support efforts to reduce stigma associated with mental health, substance use disorders, and intellectual disabilities/developmental disabilities by increasing community awareness and challenging negative attitudes and discriminatory practices.

**The FY15 ACCESS Initiative Decision Process:**

The ACCESS Initiative funding from the Illinois Department of Human Services (IDHS) via cooperative agreement with the Substance Abuse Mental Health Services Administration (SAMHSA) ends on September 30, 2015. The Year Six (October 1, 2014 through September 30, 2015) is significantly reduced and requires commensurate reductions as the project winds down. The Project Director has recommended ACCESS Initiative direct match contracts totaling \$534,724 will be used to coordinate with the reduced Cooperative Agreement funding to move into our sustainability phase of the project. These contracts are broken out as a separate group in the decision section of this memorandum requiring the approval and authorization of the CCMHB. In addition to the direct match contracts, note that WRAP-Around Support Contracts which are approved as a portion of the required match are identified in the decision section of this memorandum.

Lastly, the ACCESS Initiative contracts funded by the Cooperative Agreement with IDHS and SAMHSA are also broken out as a separate group in the decision section of this memorandum requiring the approval and authorization of the CCMHB.

**Community Integrated Living Arrangement (CILA) Request for Proposals (RFP)**

The purpose of the Request for Proposals (RFP) is to increase the availability of four (4) person or less Community Integrated Living Arrangements (CILA) for people with intellectual and

developmental disabilities (ID/DD) in Champaign County. For all practical purposes, a CILA is essentially a house in almost any neighborhood which meets state CILA licensing requirements. For a variety of reasons, local CILA service providers have not been able or willing to assume the capital risk associated with the development of additional CILA capacity in Champaign County.

Currently, there are twelve (12) people with CILA funding who are stymied by the absence of appropriate placements in their home community (aka, the Champaign Eleven). Because there are no appropriate options in Champaign County, many of these people will be forced to accept a CILA placement in a location far from their families in Champaign County. To further complicate matters, a recent Prioritization of Unmet Need (PUNS) draw has provided CILA awards for an additional 18 people for whom no CILA vacancies exist in Champaign County. This situation does not provide people with CILA awards adequate choice concerning where, how, and with whom they live.

In addition to the current identified need, a variety of factors including the Prioritization of Unmet Need (PUNS) and the Ligas Consent Decree make it crystal clear that the need for additional four (4) person or less CILAs will continue to increase and more CILA services in Champaign County will be needed. Without this RFP, it is highly unlikely that adequate CILA capacity located in Champaign County will be developed to meet the service needs of Champaign County residents.

For these reasons it is important to develop more CILA homes in our community as soon as possible. Another component of this RFP is to look at the short and long term CILA needs for Champaign County and propose solutions to address the CILA need as well as a plan for implementation.

The CCMHB and CCDDDB will be seeking proposals from licensed CILA service providers willing to provide CILA services consistent with the specifications detailed in this RFP in community integrated houses owned by the CCMHB/CCDDDB and leased to the most appropriate CILA service provider in accordance with the terms and conditions specified by contract.

**The 211 Information and Referral System:**

The CCMHB has a Memorandum of Understanding (MOU) with United Way of Champaign County to share in the funding of the 2-1-1 system in Champaign County. The 2-1-1 system has been implemented and is operational. The costs associated with this agreement are identified in the decision section of this memorandum and offset by funding reductions pertaining to “information and referral” contracts.

**Approved FY15 Funding**

Attachment A – CCMHB  
Attachment B - CCDDDB

CCMHB AGENCY PROGRAM ALLOCATION TIER SHEET AGENCY FY15  
 July 1, 2014 - June 30, 2015

DRAFT

APPROVED

Agency	Program	Tier I	Tier II	Tier III	Tier IV	Tier V	2015 Proposed	APPROVED
<b>CCMHB FUNDING</b>								
211 United Way	Information and Referral Service			14,130			14,130	14,130
Center For Women in Transistion	A Woman's Place			66,948			66,948	66,948
Center for Youth and Family Solutions	Family Counseling					8,000		
Champaign County Children's Advocacy Center	Children's Advocacy Center			37,080			37,080	37,080
CCRPC-Social Services	Youth Assessment Center (MHB proposal)	26,000					26,000	26,000
	Decision Support for persons with DD					48,000		
CCRPC-Head Start	Social-Emotional Disabilities Services				41,029		41,029	41,029
Community Elements	CJ Integrated Behavioral Health	124,802					124,802	124,802
	Criminal Justice Problem Solving Courts	159,502					159,502	159,502
	Crisis, Access, Benefits & Engagement	229,665					229,665	229,665
	Early Childhood MH and Development			100,000			100,000	100,000
	Parenting with Love & Limits (PLL) Front End	291,903					291,903	291,903
	Psychiatric/Primary Care Services			40,000			40,000	40,000
	TIMES Center (Screening MI/SA)	48,000					48,000	48,000
Community Choices	Community Living				55,000		55,000	55,000
	Customized Employment				50,000		50,000	50,000
	Self Determination Support				45,000		45,000	45,000
Community Svc Center of Northern Champ Cnty	Resource Connection			65,290			65,290	65,290
Crisis Nursery	Beyond Blue Champaign County			70,000			70,000	70,000
Developmental Services Center	Family Development Center					500,000		
	Integrated/Site Based Services*				356,313		356,313	326,313
Don Moyer Boys & Girls Club	Community Home		135,000				135,000	135,000
	Engagement & Social Marketing		65,000				65,000	65,000
	Trauma Training		30,000				30,000	30,000
East Central IL Refugee Mutual Assistance Center	Family Support & Strengthening			13,000			13,000	13,000
Family Service of Champaign County	Counseling	50,000					50,000	50,000
	Self-Help Center			28,928			28,928	28,928
	Senior Counseling & Advocacy			142,337			142,337	142,337
Mahomet Area Youth Club	Bulldogs Learn & Succeed Together (BLAST)		15,000				15,000	15,000
	Universal Screening-MAYC Members Matter!		15,000				15,000	15,000
Prairie Center Health Systems	CJ Substance Abuse Treatment	10,000					10,000	10,000
	Drug Court	187,425					187,425	187,425
	Parenting with Love & Limits- Extended Care	291,903					291,903	291,903
	Prevention			56,550			56,550	56,550
	Youth Services			105,000			105,000	105,000
Promise Healthcare	FNHC Wellness & Justice	10,000					10,000	10,000
	Mental Health Services at FNHC	175,000					175,000	175,000
Rape Advocacy, Counseling & Education Services	Counseling & Crisis Services			18,600			18,600	18,600
SOAR	Family Engagement		135,000				135,000	135,000
	Universal Screening - Youth Programs Rantoul		27,800				27,800	27,800
	Youth Move		66,924				66,924	66,924
UP Center of Champaign County	Clinical Crisis Counseling					29,394		
	Youth & Volunteers					29,124		
University of IL - Psych Services Center	Girls Advocacy Program		25,000				25,000	25,000
	Restorative Circles Program		10,000				10,000	10,000
Urbana Adult Education	Universal Screening					100,151		
Urbana Neighborhood Connections			10,000				10,000	10,000
	<b>CCMHB Tier I - IV Totals</b>	<b>1,604,200</b>	<b>534,724</b>	<b>757,863</b>	<b>547,342</b>	<b>714,669</b>	<b>3,444,129</b>	<b>3,414,129</b>
	<b>CCMHB Tier I - IV Divided by 12</b>	<b>133,683</b>	<b>44,560</b>	<b>63,155</b>	<b>45,612</b>	<b>59,556</b>	<b>287,011</b>	<b>284,511</b>
*Option 1 amount, if Option 2 amount is \$276,313								

Agency	Program	Tier I	Tier II	Tier III	Tier IV	Tier V	2015 Proposed	APPROVED
<b>CCMHB - Quarter Cent Tier Sheet FY15</b>								
July 1, 2014 - June 30, 2015								
Regional Planning Commission	Youth Assessment Center (QC proposal)						240,612	240,612
Urbana Adult Education	Youth Positive - Y+	240,612						
	<b>Quarter Cent Total</b>						<b>89,747</b>	<b>240,612</b>
	<b>Quarter Cent Total Divided by 12</b>	<b>20,051</b>					<b>20,051</b>	<b>20,051</b>

Agency	Program	Tier I	Tier II	Tier III	Tier IV	Tier V	2015 Proposed	2015 Proposed
<b>ACCESS Initiative - SAMHSA Cooperative Agreement</b>								
Don Moyer Boys & Girls Club	ACCESS Services & Administration Team						160,000	160,000
	ACCESS Services & Support Staff	160,000					217,052	217,052
	Coordinating Council Support	217,052					15,000	15,000
	Cultural & Linguistic Competence	15,000					82,948	82,948
Prairie Center	Youth Move Leadership	82,948					25,000	25,000
SOAR	<b>FEDERAL TOTAL</b>	<b>25,000</b>					<b>500,000</b>	<b>500,000</b>

Attachment A

**CCDDDB Agency Program Allocation Recommendations - PY15**  
 July 1, 2014 thru June 30, 2015

6/414 8:46 a.m.

Agency	Program Name	Requested Funding	Proposed Award	APPROVED	Proposed MHB
		PY15	PY15	5/21/2014	DD Contracts
Autism Society of Illinois	CU Autism Network	12,000	10,000	10,000	
Champaign County Down Syndrome Network	CC Down Syndrome Network	15,000	10,000	10,000	
Champaign County Head Start/Early Head Start Champaign County RPC	Social Emotional Disabilities Svcs	45,727			41,029
	Decision Support for Persons w/DD	48,000			-
		93,727			41,029
CTF Illinois	Nursing Services	17,160	8,580	8,580	
	Residential & Day Training	36,500	36,500	36,500	
		53,660	45,080	45,080	
Community Choices	Community Living	70,000			55,000
	Customized Employment	50,000			50,000
	Self-Determination Support	45,000			45,000
		95,000			150,000
Community Elements, Inc.	Coordination of Services - DD/MI	38,115	35,060	35,060	
Developmental Services Center	Apartment Services	425,444	405,185	405,185	
	Augmented Day Services	337,500	267,360	-	
	Clinical Services	173,773	173,773	173,773	
	Community Employment	216,300	170,040	170,040	
	Connections	87,550	85,000	85,000	
	Family Development Center	30,903	545,903	545,903	
	** Individual & Family Support	365,144	274,776	365,144	
	** Integrated/Site Based Services	767,050	418,396	595,388	356,313
	Respite				
	Service Coordination	409,808	398,872	398,872	
	2,813,472	2,739,305	2,739,305	356,313	
Maddy's Pink Palace	Maddy's Pink Palace	25,000	-		
PACE	Opportunities for Independence	58,623	29,311	29,311	
United Cerebral Palsy - Land of Lincoln	Vocational Services	97,714	86,475	86,475	
Urbana Adult Education Center	Advocacy/Agency/Academics	216,555			
	<b>TOTAL</b>	<b>3,518,866</b>	<b>2,955,231</b>	<b>2,955,231</b>	<b>547,342</b>
CCDDDB Agency Funding 2015 - nkc	** Approved 6/3/14				

Attachment B



Debra A. Ruesch  
4416 Southford Trace Drive  
Champaign, IL 61822  
Home Phone: 217 355-7908; Cell: 217 493-6463; E-Mail: [debruesch@comcast.net](mailto:debruesch@comcast.net)

June 5, 2014

Mr. Alan Kurtz  
Champaign County Board Chair  
1776 E. Washington Street  
Urbana, IL 61802-4581

Dear Mr. Kurtz:

Thank you for the opportunity to speak with you this morning about my application for the upcoming opening on the Champaign County Developmental Disabilities Board. As I mentioned in the course of our discussion this morning, I'll be the first to admit that my understanding of the workings of government is limited and my experiences in that regard have centered on navigating the federal and state human services systems in my quest for help for my son, Daniel, who has autism. But, I'm a quick study and I believe that my life experiences both personally as Daniel's mother and advocate, and as a speech-language pathologist (addressing the communication needs of many children with developmental and intellectual disabilities) have given me the best foundation possible to make a positive contribution as a member of the disabilities board. I don't know all the acronyms and may not yet have a deep grasp of the ever-evolving rules, regulations, funding streams, and agencies involved in human services. But, I do understand the needs of the disabilities communities. I very much empathize with their challenges and would like to see our community recognized as a "can-do, think outside the box" model of how to positively impact the lives of our citizens with developmental disabilities, especially those who have for so long been deemed "unservable".

My son Daniel has been forced to live away from his family and home community for over nine years. At age 15, our local school district came to the conclusion that they could not meet his needs and we had to make the very difficult choice to send him to a residential school in Oconomowoc, Wisconsin, where he remained until age 18. During that time, my husband and I were active in our pursuit of an adult group home placement for Dan here in our community. But, time and again, we were told there were no openings, there was a long wait list and, even if there had been an opening, Daniel's needs were too significant for him to be considered an appropriate candidate for services. Reluctantly, when he aged out of his residential school placement, we sent him to an eight-bed CILA in Charleston, IL, where he struggled for four years. When he fell and broke his leg in January, 2011, he lost that placement. Again, there was no place here in Champaign County for him, so Daniel was admitted to the Shapiro Developmental Center in Kankakee, IL for a "six-week stay". He has been there for three years and four months.

My husband and I are currently Daniel's life-line to the outside world. His placement at Shapiro is extremely restrictive. He spends his days in a sheltered workshop environment where he has almost no meaningful work and very little physical activity. His evenings and weekends are mostly spent sitting in an institutional "living room". There's nobody there who loves him. He rarely leaves campus unless he is with us. And, that's why I am not currently working as a speech-language pathologist. I make the drive to Kankakee twice a week, on the average, to take Dan out dining, walking, shopping, driving north occasionally to visit family and friends. Most importantly, I remind him every time I see him that we love him, that he is important and valuable, that we will never forget him there, that we are still trying to bring him home to Champaign, and we will continue to do so until it is accomplished. This is the most important work I could do right now and the major reason that, in the recent past, I have not focused on many of activities and issues that are of concern to the Champaign County disabilities communities.

Very recently, my family has been given reason to hope that, finally, Dan will, in the not-too-distant future, have a home here. My renewed involvement with other families seeking to bring their loved ones home from far-flung placements was the driving force that led to my interest in the Champaign County Developmental Disabilities Board. I'm accepting of the fact that serving on the board comes along with public scrutiny and will require a thick skin. Making decisions about how to best use taxpayer funding is an important undertaking that will involve a good deal of my time and careful consideration of the issues. I'm looking forward to the possibility of serving the community in that capacity.

Again, I appreciate your consideration of my application. A copy of my original application and a short resume are attached.

Sincerely,  
Debra A. Ruesch

Champaign County Developmental Disability Board  
Appointment Request: For the term beginning July 1, 2014

Debra A. Ruesch  
4416 Southford Trace Drive, Champaign, IL 61822  
Home Phone: 217 355-7908; Cell: 217 493-6463; E-Mail: [debruesch@comcast.net](mailto:debruesch@comcast.net)

1. What experience and background do you have which you believe qualifies you for this appointment?

I am the mother of two children with developmental disabilities. My son, Michael Ruesch, passed away at age 7 and I am the co-guardian of a 25-year old son, Daniel Ruesch, who has autism. Although my husband has been a strong advocate for both Michael and Daniel, in recent years that role has primarily become mine. Daniel is a delightful young man with certain charm and a world-class smile, but he is non-verbal. As he is unable to champion himself, I have been his voice, navigating the educational, governmental and legal systems on his behalf. In a professional capacity, as a speech-language pathologist, I have extensive experience serving individuals with communication disorders. I have worked primarily with school-aged children. Focus has been on evaluation and treatment of speech and language deficits, which so often occur concurrently with developmental disabilities and/or mental health issues.

2. What do you believe is the role of a board member and how do you envision carrying out the responsibilities of that role?

The role of the board members is to gain a broad understanding of the many areas of need in the Champaign County disabilities community, to carefully consider the identified needs, and to strive to use allocated funds as wisely and effectively as possible to address those needs. I believe the adage that a society should be judged by the way it treats its weakest, most vulnerable members. So, board members should be the best advocates they can be for the un-served and under-served in our disabilities community.

3. What is your knowledge of the appointed body's operations, specifically property holdings management, staff, taxes, fees

I have just recently become familiar with the workings of the CCDDB, so my knowledge base is limited. But, I've been attending meetings, networking with other individuals who are involved with the disabilities community, including those receiving or seeking services, their parents/guardians/advocates, board members and service providers. I want to learn and serve.

4. I can think of no relationship or other reason that might possibly constitute a conflict of interest if I am selected to serve on the CCDD Board.

5. I will be available to regularly attend the scheduled meetings of the CCDD Board.

Sincerely,  
Debra A. Ruesch  
May 23, 2014

**Debra A. Ruesch**  
4416 Southford Trace Drive  
Champaign, Illinois 61822  
217 355-7908

**OBJECTIVE**

In the capacity of Champaign County Developmental Disabilities Board Member, I will use my personal experiences, as a parent of a son with autism, as well as my professional expertise, as a speech-language pathologist who has worked extensively with children with developmental disabilities, as a foundation for advocacy. I will carefully consider funding requests and strive to use allocated funds to impact needs as effectively as possible.

**PROFESSIONAL HISTORY**

**Speech-Language Pathologist:** (1996-)

Primary focus has been on school-based services, both as an employee in two school districts, as a school-based contract SLP and in private practice. Special interest in supporting the communication needs of children with autism spectrum disorder. Extensive experience working with students across the full range of communication disorders, including those involving language development, speech sound delays and disorders, voice and fluency disorders, and swallowing problems. Experience supporting English articulation and language development with foreign children. As an educator team member, have been responsible for the development and implementation of individualized education programs for children with disabilities. In that capacity, have addressed personal, vocational, social/emotional and academic needs to impact attainment of educational goals.

**Graduate Assistant:** Eastern Illinois University Speech-Language Hearing Clinic (1995-1996). Provided undergraduate instruction in phonetics. Assisted the Clinic Director in client scheduling and organization of clinical activities, materials and records.

**EDUCATION**

Eastern Illinois University, Charleston, Illinois

M.S., Communication Disorders & Sciences. May, 1996

B.S., Summa Cum Laude, Communication Disorders & Sciences. August, 1994

Olney Central College, Olney, Illinois (1992-93)

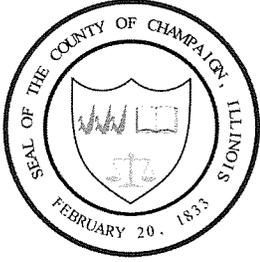
William Rainey Harper College, Palatine, Illinois (1972-73)

**PROFESSIONAL MEMBERSHIPS**

American Speech-Language-Hearing Association (1993-present)

Illinois Speech-Language-Hearing Association (1993-2003)

Autism Society of America (1993-present)



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES*

**Deb Busey, County Administrator**

### MEMORANDUM

**TO: James Quisenberry, Deputy Chair of Policy, Personnel & Appointments;  
Christopher Alix, Deputy Chair of Finance;  
And MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Deb Busey, County Administrator, and Job Content Evaluation Committee**

**DATE: June 9, 2014**

**RE: REVIEW and RECOMMENDATION for ADMINISTRATIVE SERVICES POSITIONS**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on May 13, 2014, the Job Content Evaluation Committee has met to review recommendations for changes regarding the Executive Assistant to the County Administrator position and Human Resource Generalist position.

***REPORT:***

***Executive Assistant to the County Administrator***

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire that had been completed by the incumbent and approved by the County Administrator. The Committee was also provided with the proposed position description. The Committee reviewed the proposed changes in parameter and scope for this position. It was noted that this position has always been assigned significant budget and salary administration responsibility. The additional responsibility recommended includes the assignment of workers' compensation administration on behalf of the County, which is a claims and accounting function that had previously been assigned to the HR Generalist. Responsibilities being removed are general work direction responsibilities for the non-exempt staff of Administrative Services. The Committee agreed that the previous title of Executive Assistant to the County Administrator did not accurately reflect the assignment of duties and responsibilities to the position. Based upon the information received, the Job Content Evaluation Committee has concurred with the assignment of responsibilities as recommended and renamed the position **Budget & Human Resource Specialist** classified as an FLSA Exempt position in Grade J (which is the same classification previously held by the Executive Assistant to the County Administrator position). The

Committee also recommends adoption of the Budget & Human Resource Specialist position description as presented (included as an attachment to this Memorandum).

Based on the recommendation of the Job Content Evaluation Committee, the current incumbent will remain in the position and there will be no change in salary or budget as a result of the recommendation.

***Elimination of HR Generalist and Creation of Executive Assistant to the County Administrator***

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire and proposed job description that had been completed by the County Administrator, documenting a new position to replace the HR Generalist position, and create executive administrative support responsibilities to the County Administrator. The Committee reviewed the proposed parameters and scope for this position. The position will be assigned administrative human resource functions that had previously been assigned to the HR Generalist (e.g. – job postings, federal and state labor postings maintenance for all county buildings, assistance in EEO reporting, coordination of the annual Employee Recognition Event, etc.). The position will also assume additional support to the County Administrator through supervision of the non-exempt and volunteer staff members of Administrative Services, and direct support to the County Administrator and Deputy County Administrator in scheduling, document preparation and distribution, meeting support for agendas and minutes of all special projects and/or special committees (e.g. Labor Management Health Insurance Committee, RFP evaluation committees, etc.). The Committee agreed with the elimination of the HR Generalist position, and the assignment of administrative HR functions to the new position. Based upon the information received, the Job Content Evaluation Committee has concurred with the assignment of responsibilities as recommended and renamed the position **Executive Assistant to the County Administrator** classified as an FLSA Exempt position in Grade H (which is one grade below the classification previously held by the HR Generalist position). The Committee also recommends adoption of the Executive Assistant to the County Administrator position description as presented (included as an attachment to this Memorandum).

This is a non-bargaining unit position which is currently vacant because the previous HR Generalist resigned as of May 2, 2014.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**

***The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the position Budget & Human Resource Specialist classified in Grade J, and elimination of the previous Executive Assistant to the County Administrator position assigned to Grade J.***

***The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the position Executive Assistant to the County Administrator***

*classified in Grade H, and elimination of the previous HR Generalist position assigned to Grade I.*

**REQUESTED ACTION for FINANCE:**

*The Finance Committee recommends to the County Board approval of the position Budget & Human Resource Specialist classified in Grade J to the Administrative Services staffing budget, and elimination of the previous Executive Assistant to the County Administrator position assigned to Grade J from the Administrative Services staffing budget.*

*The Finance Committee recommends to the County Board approval of the position Executive Assistant to the County Administrator classified in Grade H to the Administrative Services staffing budget, and elimination of the previous HR Generalist position assigned to Grade I from the Administrative Services staffing budget.*

Thank you for your consideration of these recommendations.

*attachments*

**CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB CONTENT EVALUATION COMMITTEE REPORT**

Date of Request:

May 13, 2014

**RE-EVALUATION OF EXISTING POSITION**

Department Requesting:	<b>Administrative Services</b>	
Position Title:	<b>Executive Assistant to the County Administrator</b>	
Current Job Points:	<b>739</b>	
FLSA Status:	<b>Exempt</b>	
Current Salary Range:	<b>Grade J</b>	
*Ranges effective for FY2014	Minimum:	\$24.45
	Mid-Point:	\$30.56
	Maximum:	\$36.68

Job Evaluation Committee Recommendation:      **New Title & Position Description**

Re-Evaluated Job Points:	<b>781</b>	
Recommended Title:	<b>Budget &amp; Human Resource Specialist</b>	
FLSA Status:	<b>Exempt</b>	
Recommended Salary Range:	<b>Grade J</b>	
*Ranges effective for FY2013	Minimum:	\$24.45
	Mid-Point:	\$30.56
	Maximum:	\$36.68

Date of Job Evaluation Committee Recommendation:

June 9, 2014

## **Champaign County Job Description**

**Job Title:** Budget & Human Resource Specialist  
**Department:** Administrative Services  
**Reports To:** County Administrator  
**FLSA Status:** Exempt  
**Grade Range:** J  
**Prepared Date:** June 2014

**SUMMARY** Provides budget management and technical support in a wide array of applications of county government under the general supervision of the County Administrator.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Fund account support and management of debt service funds, capital project funds, Capital Asset Replacement Fund, Public Safety Sales Tax Fund, Public Health Fund, Workers' Compensation Fund and the General County budget within the General Corporate Fund.

Acts as account manager for county-wide Xerox contract, telephone services and vending services.

Purchasing policy support and services through processing and maintenance of purchase orders for all County Offices.

Monitors workers' compensation claims, maintains accounting functions and works with the County's third party administrator (TPA) in management of claims.

Manages payroll for County Board, Board of Review, VAC, ZBA, Nursing Home Board of Directors, and Public Aid Appeals.

Maintains salary administration file on all current County positions, position evaluations and present/past employees. Database includes County exempt and non-exempt, 13 bargaining units.

Assists in responding to market and salary survey requests to the County. Assists in gathering information necessary for County market survey needs and analysis of job class and county-wide market position. Calculates projected costs for market movement and performance compensation for all job classes.

Reviews department budget requests regarding personnel to assure requests are within budgeted amounts for requested positions or proposals for the upcoming year. Enters salary figures into department budgets and payroll system for new fiscal year.

Assists Job Content Evaluation Committee, documenting jobs, arranging meetings, note-taking and preparing recommendations for the County Board. Assists in projecting costs of bargaining unit negotiations at the direction of the County Administrator.

Acts as a resource to County department heads regarding the administration of the County Salary Administration program.

Reviews position descriptions for accuracy and may make revisions as necessary.

Serves as backup to Insurance Specialist and Payroll Manager.

Other duties as assigned.

**SUPERVISORY RESPONSIBILITIES** This position has no supervisory responsibilities.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Bachelor's Degree in accounting/business or related degree and five years of experience or equivalent combination of education and experience.

**LANGUAGE SKILLS** Ability to read and interpret documents such as bargaining unit contracts, County policies and procedures and wage/salary tables and projections. Ability to write routine reports and correspondence. Ability to speak effectively before managers, committee members, groups of customers or employees.

**MATHEMATICAL SKILLS** Ability to calculate figures and amounts such as interest, proportions, percentages and area. Ability to apply concepts of basic algebra and geometry.

**REASONING ABILITY** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several variables in standardized situations.

**CERTIFICATES, LICENSES, REGISTRATIONS** As required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the primary functions of this job. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, and distance vision.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. Normal office conditions. The noise level in the work environment is usually moderate.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB CONTENT EVALUATION COMMITTEE REPORT

Date of Request:

May 13, 2014

RE-EVALUATION OF EXISTING POSITION

Department Requesting:	Administrative Services	
Position Title:	HR Generalist	
Current Job Points:	726	
FLSA Status:	Exempt	
Current Salary Range:	Grade I	
*Ranges effective for FY2014	Minimum:	\$21.40
	Mid-Point:	\$26.75
	Maximum:	\$32.10

Job Evaluation Committee Recommendation:      **Reclassification/Position Replacement**

Re-Evaluated Job Points:	630	
Recommended Title:	Executive Assistant to the County Administrator	
FLSA Status:	Exempt	
Recommended Salary Range:	Grade H	
*Ranges effective for FY2013	Minimum:	\$18.38
	Mid-Point:	\$22.97
	Maximum:	\$27.57

Date of Job Evaluation Committee Recommendation:

June 9, 2014

## **Champaign County Job Description**

**Job Title:** Executive Assistant to County Administrator  
**Department:** Administrative Services  
**Reports To:** County Administrator  
**FLSA Status:** Exempt  
**Grade Range:** H  
**Prepared Date:** June 2014

**SUMMARY** Provide comprehensive administrative support to the County Administrator and Deputy County Administrator for the successful operation of Administrative Services.

**PRIMARY DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Provides administrative support to County Administrator and Deputy County Administrator including document preparation and distribution, maintenance of all files and coordination of calendars, schedules and meetings.

Prepares agendas, attends meetings, and prepares minutes as directed by County Administrator and Deputy County Administrator.

Provides work direction, training and supervision to Administrative Assistants and Volunteers in Administrative Services.

Prepares and submits Administrative Services and IT Department bi-weekly payroll and reviews timesheets for accuracy.

Manages Administrative Services budget by maintaining records and processing payments.

Maintains compliance with Federal and State Regulations concerning employment through maintenance of required postings and certifications.

Assists the Affirmative Action Program; files EEO Report; maintains other records, reports and logs to conform to EEO regulations.

Coordinates job postings and position advertisements for county offices.

Assists in organization training and development efforts.

Coordinates Employee Recognition Program.

Other duties as assigned.

**SUPERVISORY RESPONSIBILITIES** This position provides supervision to 2-5 administrative support and volunteer positions.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each primary duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Two years of college level course work with emphasis in office management or administration and over five years of experience, or equivalent combination of education and experience.

**LANGUAGE SKILLS** Ability to read and interpret documents such as policies and contracts. Ability to write routine reports and correspondence. Ability to speak effectively before managers, committee members, groups of customers or employees.

**MATHEMATICAL SKILLS** Ability to calculate figures and amounts such as interest, proportions, percentages and area. Ability to apply concepts of basic algebra and geometry.

**REASONING ABILITY** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several variables in standardized situations.

**CERTIFICATES, LICENSES, REGISTRATIONS** As required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the primary functions of this job. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, and distance vision.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. Normal office conditions. The noise level in the work environment is usually moderate.

Additional Fees to Finance Court System

Children's Advocacy Center Fee 55 ILCS 5/5-1101(f-5)

The County Board may adopt a mandatory fee of between \$5 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense. Assessments shall be collected by the clerk of the circuit court and must be deposited into an account specifically for the operation and administration of the Children's Advocacy Center. The clerk of the circuit court shall collect the fees as provided in this subsection and must remit the fees to the Children's Advocacy Center.

Court Appointed Special Advocates Fee 55 ILCS 5/5-1101(f-10)

The County Board may adopt a mandatory fee of between \$10 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense; where a court appearance is required. The clerk of the circuit court shall collect the fees as provided in this subsection and must remit the fees to the Court Appointed Special Advocates Fund that the county board shall create for the receipt of funds collected under this subsection, and from which the county board shall make grants to support the activities and services of the Court Appointed Special Advocates within that county.

Youth Diversion program fee 55 ILCS 5/5-1101(e)

In each county in which a teen court, peer court, peer jury, youth court or other youth diversion program has been created, a county may adopt a mandatory fee of up to \$5 on a judgment of guilty or grant of supervision for a violation of the Illinois Vehicle Code, on a judgment of guilty or grant of supervision for a felony, for a class A, B or C misdemeanor, for a petty offense, and for a business offense. The clerk of the court shall collect the fees and must remit the fees to the program monthly, less 5% which is to be retained as fee income to the office of the clerk of the circuit court.

Comparable Counties:

FEE	Peoria	Sangamon	McLean	Champaign
CAC Fee	\$30.00	\$10.00	\$15.00	\$0.00
Juvenile Delinquency Prevention Fee	\$0.00	\$0.00	\$0.00	\$0.00
CASA Fee	\$0.00	\$0.00	\$0.00	\$0.00
Drug Court Fee	\$5.00	\$5.00	\$5.00	\$5.00

Other counties that impose the fee to support CASA: Adams, Coles, Effingham, Franklin, Jefferson, Jersey, Knox, LaSalle, Macon, Madison, McDonough, Saline, Will and Williamson

Justice System Agency Fee Very Rough Estimates

2011 Eligible Cases

Case type	number
Felony	1460
Misdemeanor	844
DUI	485
Traffic	3918
Total 2011 eligible cases	6707

Potential fee revenue:

Amount of fee	Potential revenue
\$5.00	\$33,535
\$10.00	\$67,070
\$15.00	\$100,605
\$20.00	\$134,140



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## Champaign council OKs money to help support youth center

Tue, 10/15/2013 - 9:39pm | [Patrick Wade](#) <sup>(1)</sup>

CHAMPAIGN — City and county officials are hoping a new Youth Assessment Center in downtown Champaign will help at-risk youth who have, until now, fallen through the gaps.

Organizers told the Champaign City Council during its meeting on Tuesday night that the center is one of the initiatives that has come out of the Champaign Community Coalition, a group that was formed several years ago to address tense police-community relations and other social issues in the area — primarily those related to young people.

Officials say the youth center is a new effort to connect young people with community resources where piecemeal attempts to do so in the past have missed some juvenile offenders until it's too late. The center offers juveniles an alternative to the court system and a path to social services.

"As we were putting this coalition together, we saw a similar theme coming up as far as at-risk youth falling between the gap," said Champaign Police Chief Anthony Cobb.

Darlene Kloepfel, the director of community services for the Champaign County Regional Planning Commission, said the center opened Sept. 23 and has already received 49 referrals — 41 have come from area police and eight came from others. Three of those, she said, were from families who walked in and said they just did not know what to do.

"Depending on what kind of situation they're in, (those young people) might have great motivation to go or they might not have so much motivation to go," Kloepfel said.

Some of those programs offered in the past — those administered through police departments, peer court sessions and juvenile court diversion programs, among others — are all part of the services the youth center offers.

But now it is a coordinated effort, officials say. The center is designed to serve as the primary intake location to screen young offenders and connect them with social service, mental health, educational or other community programs. Staff then follow up to see whether these referrals were helpful.

The Champaign City Council on Tuesday night agreed to use \$15,000 to help fund the center. Council members said the center should be a great resource for young people as well as the law enforcement agencies involved and the school district.

"You always hear people say, 'No one cares,'" said council member Will Kyles. "Well, here's an opportunity to get people real help."

"I'm impressed with the thoughtfulness and the creativity and the care you put toward this," council member Marci Dodds said.

The youth assessment center at 402 N. Randolph St., C, will be open to the public Wednesday from 4 to 6 p.m. for an open house following a ribbon cutting ceremony.

The center is being funded with \$240,000 from a previously existing countywide quarter-cent public safety sales tax and additional funds from the cities of Champaign (\$15,000) and Urbana (\$5,300) and the village of Rantoul (\$10,000). Another \$62,000 came through grants, and the Champaign school district is providing one of its buildings for the space.

Anyone wishing to inquire about the open house, services for young people, volunteering or becoming a partner agency may call 217-239-5933 or walk in during business hours. The center's hours of operation are Monday from 9 a.m. to 5 p.m., Tuesday through Friday from 9 a.m. to midnight and Saturday from 3 p.m. to midnight.

"This is just the beginning, and hopefully it will grow to become a much larger process," said Champaign County State's Attorney Julia Rietz.

#1 <sup>[2]</sup>

sweet caroline <sup>[3]</sup> wrote on October 16, 2013 at 7:10 am

Since Urbana has put a little money toward this project, are Urbana youth welcome to participate?

#2 <sup>[4]</sup>

wlat20 <sup>[5]</sup> wrote on October 25, 2013 at 5:10 pm

The Youth Assessment Center is available to all youth in Champaign County ages 10-17yrs old.

#3 <sup>[6]</sup>

aantulov <sup>[7]</sup> wrote on November 04, 2013 at 4:11 pm

Virtually every new high-rise in this town has been given a tax break, tax incentive, or some gobbledygook name for what ultimately can only be theft. Our taxes will go to support the needs of these buildings on infrastructure and not for basic needs. Temporary jobs and part time jobs, with the profits going elsewhere are of little gain. THIS CENTER is desperately needed, the ages should be extended to 26, the age most middle class people think is necessary for the support of their children on their health insurance. And 15,000 is an insulting drop in the bucket when millions are being given away for upwards of thirty years to these corporate welfare builders of concrete. The money these buildings are not paying means we are all paying more and the budget for schools, crime prevention, elder care, disabled programs, health screening and shelters are all cut.

Sections (2): News <sup>[8]</sup>, Local <sup>[9]</sup>

Topics (2): [Politics and Government](#) <sup>[10]</sup>, [Social Services](#) <sup>[11]</sup>

## Comments

**Source URL:** <http://www.news-gazette.com/news/local/2013-10-15/champaign-council-oks-money-help-support-youth-center.html>

### Links:

- [1] <http://www.news-gazette.com/author/patrick-wade>
- [2] <http://www.news-gazette.com/news/local/2013-10-15/champaign-council-oks-money-help-support-youth-center.html#comment-517461>
- [3] <http://www.news-gazette.com/users/sweet-caroline>
- [4] <http://www.news-gazette.com/news/local/2013-10-15/champaign-council-oks-money-help-support-youth-center.html#comment-517969>
- [5] <http://www.news-gazette.com/users/wlat20>
- [6] <http://www.news-gazette.com/news/local/2013-10-15/champaign-council-oks-money-help-support-youth-center.html#comment-518351>
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# An 'emergency room' for troubled youth

Sun, 11/17/2013 - 8:00am | [Mary Schenk](#) [1]

Any parent or adult who has dealt with a willful, obstinate or just plain unpleasant adolescent can identify with the need to find help that can't always be found in the parenting handbook.

*Facility's goal is to keep kids out of court system*

CHAMPAIGN — Any parent or adult who has dealt with a willful, obstinate or just plain unpleasant adolescent can identify with the need to find help that can't always be found in the parenting handbook.

In Champaign County, there is now an emergency room, so to speak, for 'tween and teenage ugliness.

It's the Youth Assessment Center at 802 N. Randolph St., C, a place where any child between the ages of 10 and 17 who's in a crisis or even a long-term slump can go to find help.

"Triage" is how program manager Rebecca Woodard describes what case managers are doing with children and their parents who come through the front door either voluntarily, with a police officer, or as a result of a referral from school.

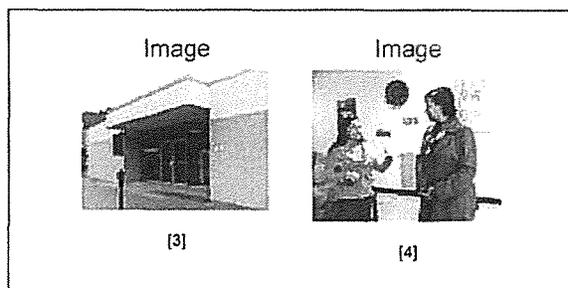
"We're a connection service. We don't provide the service," she explained.

The center, open six days a week, features two case managers on duty. Tuesday through Saturday, the center is open until midnight, and on Mondays, hours are from 9 a.m. to 5 p.m. It's closed on Sunday.



[2]

**Photo by: John Dixon/The News-Gazette**  
Nita Collins, a case manager at the Champaign County Youth Assessment Center looks through case files at the facility in Champaign.



The case managers evaluate the youth based on his or her history and the current problem, and try to figure out the best place to get that child and the child's family help outside of the court system.

"If kids are not in trouble with the law, we are not putting them into the system," said Darlene Kloeppel, community services director for the Regional Planning Commission.

Since 2009, the RPC has provided "station adjustments" for all Champaign County police departments at its former offices at the Brookens Administrative Center in east Urbana. A station adjustment is what the name implies: an adjustment of some negative behavior that requires formal attention but is not bad enough to warrant charging a child with a crime and getting him before a judge.

Decades ago, that involved having a kid wash cars at the police station or pick up trash on a Saturday or some similar activity monitored by a police officer. Today, the process is a bit more formal and overseen by professional social workers who dole out the consequences and try to find out what's causing a child to misbehave. They follow up to make sure that the child has carried out his consequence and is getting services.

While washing a police car might still be a possible punishment, other components of station adjustments include peer courts where teens judge other teens, mediation, and restorative justice that stresses an offender making amends with the victim.

All those services will now be done at the assessment center near downtown Champaign.

"The change isn't really the location," Kloeppel said. "It's the speed with which we see people. Rather than setting up an appointment for later, you can talk to the youth and the parent at the time about possible consequences and set them up with services, be it mediation or whatever."

"The idea is to shorten the time frame," added State's Attorney Julia Rietz, who has long advocated for such a one-stop clearinghouse. "If you wait to address an issue with a kid for weeks or months, how many other issues arise? We're more likely to get people to accept services if we start the process when they are in the midst of a crisis as opposed to when the crisis has died down."

She and Kloeppel stressed that the center's purpose is to keep children out of the court system, not widen the dragnet.

"The idea is to provide an opportunity for support before things become a criminal justice issue. They are taking runaways, for example," Rietz said.

Champaign Deputy Police Chief Joe Gallo said that is a great benefit for officers who can drop the runaway or curfew violator off at a safe place and return to the street to deal with more serious crime rather than waiting for a relative to show up or trying to find an alternate place for the child to stay.

Nita Collins, one of the case managers at the center, said police officers who bring children in are asked to fill out an intake form that takes them about 10 minutes. They can then be on their way and the case managers take over the evaluation.

Although the majority of the children seen at the center are brought by police, the center welcomes anyone.

"We opened on Sept. 23 and have received 90 referrals to date," Kloeppel said on Nov. 6. "Of those, five were referred by schools, three by other agencies, five were self-referrals, and 77 were brought by police."

Of the 77 cases initiated by police, 62 had been arrested and put on station adjustments. The other 15 were not charged with offenses, she said.

The children being referred by schools need services that they can't get in school, explained Orlando Thomas, Champaign schools' director of achievement and student services.

"We won't refer a ton of students there unless they're not responding to our on-site interventions," he said.

Thomas agrees that Champaign County is a resource-rich community, but that doesn't mean everyone knows where to turn for a certain need.

"There are some community resources that I'm not aware of that the case managers are. As we refer students, that takes the guesswork out of it," he said.

Just like county jail officials and police, the school district has seen an increase in students affected by mental health issues, he observed.

"The school district doesn't diagnose. This resource is going to be huge for those students who have identified or unidentified needs. It is going to be a key component to supporting that at-risk population that we simply cannot support," he said.

Part of the added responsibilities at the center for the case managers will be more intensive follow-up.

High-risk children will be followed weekly for six months while low-risk children get followed monthly for four months, Woodard said.

That means getting on the phone to the agency to which a referral is made and finding out if the child came in for services and how they are working. And if he didn't show up, it means calling the parents to find out why. Collins said it might be something as easily explainable as not having a car to get to an appointment, which the case managers can deal with.

Rietz said on the long-range wish list for the center is a vehicle for that purpose.

### **Small portion of sales tax goes to help youth center**

Fifteen years ago this month, Champaign County voters agreed to a quarter-cent sales tax on goods in order to pay for public safety projects. Collection of the tax began in July 1999, and over the years, that money has paid for the Champaign County Courthouse and the Juvenile Detention Center.

Of that quarter-cent, 5 percent was earmarked for programs aimed at keeping juveniles out of the justice system and those already in it from coming back.

In late 2005, the Champaign County Board entered into an agreement with the Champaign County Mental Health Board to be the gatekeeper, so to speak, for that juvenile delinquency prevention money. The board evaluates needs and tries to find worthy programs to serve young people at risk of getting in trouble.

The idea has always been that it's better to invest in services for children on the front end rather than to pay for jails to lock them up.

For the 2013-2014 budget year, the Mental Health Board has decided that the Youth Assessment Center and the Parenting with Love and Limits program, which has been offered in the county since 2009, should receive that 5 percent of the quarter-cent sales tax.

Darlene Kloepfel of the Regional Planning Commission is the numbers woman whose job includes writing applications for state and federal grants.

Of the \$332,828 annual cost to run the assessment center, about 72 percent, or \$240,612, is coming from the quarter-cent sales tax money earmarked for juveniles. The center has five-and-a-quarter full-time staff equivalents, Kloepfel said.

The rest of the money to pay for the center is a combination of federal grant money funneled to the state then to the RPC, and contributions from the cities of Champaign, Urbana and Rantoul.

While the center will serve any Champaign County youth between the ages of 10 and 17, it was located in Champaign because the majority of the children helped are from that city.

The building belongs to Unit 4, which is allowing the center to use it rent-free the first year as that agency's in-kind donation.

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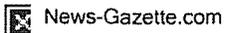
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## Service for youths may lose its home this fall

Wed, 04/30/2014 - 9:23pm | [Tim Mitchell](#) <sup>(1)</sup>

A service that helps troubled children between the ages of 10 and 17 could lose its home as soon as October.

CHAMPAIGN — A service that helps troubled children between the ages of 10 and 17 could lose its home as soon as October.

Since September, the Youth Assessment Center has been helping young people and their parents who come through the front door at 802 N. Randolph St., whether they do so voluntarily, with a police officer or as a result of a referral from school.

The center has been leasing space from the school district, in the former Champaign Unit 4 Curriculum Center. While the service pays no money for using the facility, it is responsible for utility and repair costs.

"We have a lease through October with the school district, and we have been told it is very likely we will be released from the lease in October," said Champaign County State's Attorney Julia Rietz, a supporter of the center.

Unit 4 spokeswoman Stephanie Stuart said the board has not yet officially voted to sell the curriculum center building. "But it is part of their discussion as they look to put some properties back on the tax rolls and also funding in the future," Stuart said.

Rietz, Champaign Police Chief Anthony Cobb and other supporters of the Youth Assessment Center spoke to the school board this week to make an appeal to allow it to stay at the site — or at least delay the sale of the property.

"We went to the board to plead our case," Rietz said. "We are hopeful that the school district will continue to be a partner with us. We would like for them to extend the lease to give us time to find another space or another funding source as we continue to grow this wonderful organization."

Cameron Moore, CEO of the Champaign Regional Planning Commission, said the center receives referrals not only from the justice system, but also from schools, the Boys and Girls Club and other sources.

"We have already dealt with 392 kids in five months," said Moore, whose commission is responsible for the center's day-to-day operations. "Before we had the Youth Assessment Center, when we ran our court diversion program, over the course of 12 months, we generally worked with about 500 kids. Here we are, five months into this, and we have already touched the lives of nearly 400 kids. I would expect, by the end of the year, we will probably see well over 1,000 kids."

The center's case managers evaluate youths based on their history and current problem. They then try to figure out the best place to get those children and the children's families help from outside of the court system.

"This has been a huge treasure within the community in the short time it has been in existence," Cobb said. "Speaking on behalf of all the local police chiefs, we all support this center wholeheartedly. We recognize it has a fantastic opportunity to allow young people to get themselves back on track."

Rietz said that many of the adults in the criminal justice system were once delinquents in the juvenile justice system.

Open six days a week, the center is designed to keep troubled youths from becoming troubled adults, she said.

"We have created this space where young people who make bad decisions, who break the law and who are in crisis can be brought — not to a locked facility, not to the courthouse and not to the police station, but rather to a neutral space that is comfortable and welcoming and open," she said. "They can be assessed and talked to. Their needs can be met, and they can be sent off in the right direction to do community work, to peer court, to mediation and all kinds of opportunities to stay out of the court system."

"It is so very important to preserve this space," Rietz said. "We have just started this venture, and we have truly seen great progress."

Added Cobb, speaking to the school board: "If you can, give us more time, so we can make alternative plans."

School board member Lynn Stuckey said the district had planned to sell the Randolph Street property all along. The deal with the Youth Assessment Center was only a short-term arrangement, she said.

"When this was brought forward last year, Dr. (Judy) Wiegand and I had several discussions about what was going to happen downtown with that building," Stuckey said. "Downtown is booming, and that property is currently underdeveloped."

"Frankly, I don't see that building staying there when it is turned over to private hands. I think that anything that goes into that space will be at least two to six stories tall. And it will probably rent for a very pretty penny."

Selling it, Stuckey said, "will actually benefit the community."

"Right now, since we own that property, there is no property tax being generated on that space. Absolutely none," she told Rietz and Cobb at Monday's board meeting. "Long-term,

we have to do something with that space. I have no issues with you (the Youth Assessment Center) being there. But when we wrote that lease, it was also supposed to be conveyed to you that we would probably be selling that space within a year or two. And if that message was not conveyed to you, my apologies.

"As a public body, it is our responsibility to get the best return for our taxpayers."

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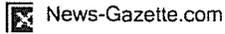
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## Agencies discuss ways to assist at-risk youths

Fri, 09/24/2004 - 2:00pm | [Steve Bauer](#) <sup>[1]</sup>

CHAMPAIGN – Help for youths at risk of becoming criminals is available, but even the agencies providing services do not always know where to turn.

At a third public forum in a series looking at juvenile justice issues in Champaign County, representatives of more than a dozen social service agencies, community groups and churches talked Thursday about the services they provide for at-risk youths. More than 100 people attended the first session in February at the Champaign City Council chambers.

"There is no set of issues in this community more important than those of our youth," said Champaign County Circuit Judge Harry Clem, recently assigned to preside over juvenile court cases. "Our youth are our future."

The hope is that those dealing with youths in trouble are able to guide them into more constructive behaviors, he said.

Discussion following the presentations focused on the need for some sort of central list, whether on the Internet or in booklet form, so that everyone knows about the programs and where to find them.

The overall goals of the forums are to discuss issues involving at-risk youths, discuss the strengths and weaknesses of current community programs and ways to improve.

"With all we have, we have to question why kids are falling through the cracks," said Gladys Hunt, outreach coordinator for the University of Illinois Psychological Services Center. "Is it because we don't know what's available?"

Among the services of the center are mentoring, needs assessment and counseling for youths and adults and a project where services are taken directly to families.

Bill Freyman, Champaign Central High School's dean of students, said there is no current comprehensive list of services for youths, but even if one were compiled, it would quickly become outdated.

Freyman said such a list has been discussed for the 33 years he has worked with youths.

He recommended the Regional Planning Commission be the lead agency in keeping such a list of services available.

Vernessa Gipson, who works with youth programs both at the Urban League and the Regional Office of Education, also suggested a youth and family resource fair for people needing such services be developed.

Mark Krug, team leader for diversion services for the Champaign County Regional Planning Commission, who moderated the program Thursday at Parkland College, said one reason the forums were organized was so that organizations with programs aimed at youths could better work together.

"Children don't live isolated from the family," said Linda Abernathy, director of the Family Conference program supported by Provena Health Services. "If there is something going on with a child, very likely it is symptomatic of something in the family."

The program uses trained mediators to work with families toward a goal of keeping children out of the child welfare or juvenile justice systems, she said.

Janice Mitchell, liaison for community services at Centerpoint, said a program is being developed for young black males and females to show them the links between their thought patterns and behaviors.

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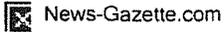
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## Sandusky penalty paying for agencies that protect children

Sun, 04/13/2014 - 7:00am | [Julie Wurth](#) <sup>[1]</sup>

For all of the anguish caused by Jerry Sandusky's crimes, one positive has emerged: More than \$2.3 million this year alone funneled to community agencies across the Midwest that help protect children.

Midway through her talk with forensic interviewer Mary Bunyard, the 17-year-old provided a crucial detail about the man who abused her.

An investigator watching from another room had the proof needed to corroborate her story. He grabbed a phone, and within minutes the suspect was arrested.

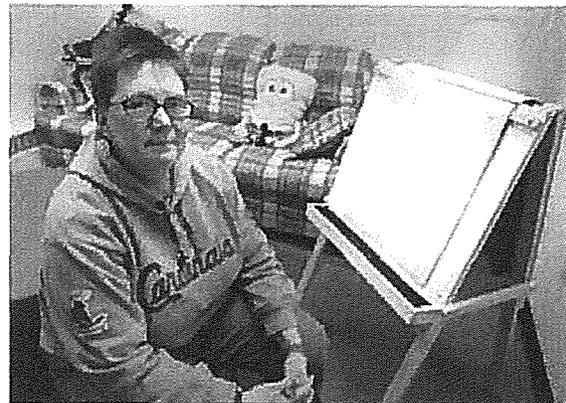
"I came out of the interview and they said, 'We got this guy already,' " Bunyard said.

Charges were filed the next day, and the man recently pleaded guilty to criminal sexual assault.

Such quick action would not have been so easy without Jerry Sandusky.

Part of the penalty paid by Penn State for its failure to act on years of child abuse by its former assistant football coach found its way to the Children's Advocacy Center in Champaign.

The agency, which provides a safe place to interview children who've been abused, used the grant to hire Bunyard as its first on-staff interviewer in January.



<sup>[2]</sup>

**Photo by: Rick Danzl/The News-Gazette**

Mary Bunyard, retired Champaign police detective, is the new forensic investigator hired by Children's Advocacy Center using money from the Sandusky settlement with the Big Ten. Her presence has allowed the agency to interview victims more efficiently, and has led to quicker police action in some cases. She does initial interviews with victims of abuse and has undergone extensive training.

Before, the sensitive interviews were done by 34 different people — investigators from police agencies or the Department of Children and Family Services, who were also pursuing the cases. They wouldn't have been able to stop the interview midstream to make an arrest — risking valuable time when evidence might be destroyed or suspects could escape.

"They were always thinking two questions ahead, because they had to think about the case. Now they can be thinking about the case, and Mary can think about the interview," said center Director Adelaide Aime.

For all of the anguish caused by Sandusky's crimes, one positive has emerged: more than \$2.3 million this year alone funneled to community agencies across the Midwest that help protect children.

Under a settlement with the Big Ten Conference, Penn State forfeited its share of conference bowl revenue for four years. The Big Ten chancellors and presidents decided to divide the money evenly among the 12 conference schools and allow them to choose what organizations would benefit.

"In a general sense, given the nature of the Penn State matter, a lot of folks felt that targeting agencies and support groups and organizations that do advocate or somehow support children's rights or children's safety was the right way to go," said Brad Traviolia, deputy commissioner of the Big Ten. "But there really aren't any specific strings attached."

Each share amounted to \$188,344 this year. Traviolia expects the total to grow next year, as bowl revenue is higher. The Big Ten sent a second team to the lucrative Bowl Championship Series in January.

He said the conference hasn't decided whether the money will be split among the same 12 schools or Maryland and Rutgers as well, which will join the conference July 1.

Some schools, including the University of Illinois, chose to give the money to local United Way organizations to distribute. Others sent it directly to Boys and Girls Clubs or other child-advocacy groups.

"The Penn State matter was trying for a lot of people, but we think that a lot of good use is coming from these funds," Traviolia said.

The United Way of Champaign County distributed \$44,586 to four nonprofit agencies that work with abused and neglected kids: The Children's Advocacy Center, the Crisis Nursery, Champaign County Court-Appointed Special Advocates, and Rape Advocacy, Counseling and Education Services.

How has it been used? To teach children how to deal with bullying and harassment, to prevent abuse later; to train teachers and camp counselors how to spot signs of child abuse and what to do about it; to help investigate abuse cases and resolve them more quickly; and to help abused and neglected children get counseling faster.

Sue Grey, United Way president and CEO, said she will put together an official report for the university and Big Ten later this spring. But she's pleased with the way the four agencies have collaborated on how to use the funds.

"It's pretty amazing," Grey said. "We're creating awareness, and people are getting trained to keep their eyes open for these young people."

The United Way also set aside \$10,000 for community awareness efforts, including four billboards throughout the county reminding people to be aware of child abuse and act on it — that "it's everybody's job," she said.

"We all agree that this is tragic in the way that these funds came about. But if we can use these dollars for good, and to make a difference in our community, especially for these children who are so vulnerable, then that's the best we can do," Grey said.

UI Associate Chancellor Michael DeLorenzo said the UI will likely again work with the United Way to distribute the money over the next three years. He plans to meet with Grey to review the grants this summer.

There are no guarantees the same organizations will get the money, DeLorenzo said, but those are the primary agencies that address child abuse directly.

"We certainly trust them. They're reputable organizations that have a proven record of helping children," said campus spokeswoman Robin Kaler.

In case the money is not renewed, agencies are trying to figure out how they can continue the programs in other ways — finding new grants or perhaps charging a small fee.

"That's the \$64,000 question," Grey said. "We really don't want these things to go away if we can help it."

Here's a look at how the money has been used:

### **Crisis Nursery**

Teachers, day-care workers, coaches and camp counselors are learning how to spot the signs of child abuse, and how to handle it.

The agency, which takes in children at risk of abuse or neglect because of family crises, has put the money toward "Stewards of Children" training, offered by a group called Darkness Into Light for so-called "mandated reporters" of child abuse, said Executive Director Stephanie Record.

The nursery has scheduled 35 training sessions through June, some at the Crisis Nursery and others at churches and child-care centers throughout the community. It's also reaching out to school and park district programs that work with children.

With help from the grant, the Crisis Nursery provided the training for free to its own staff and volunteers and to 500 more people throughout the community.

Nearly 450 people have signed up so far, including some parents, Record said.

"Our phone was kind of ringing off the hook after the initial press release," she said.

Record said the nursery had done previous training about how to teach kids about stranger-danger, but "90 percent of sexual abuse happens with someone they know."

This training gives adults the facts about child abuse and how important it is to minimize opportunities for it to occur, she said.

"That was one of the parts that really hit home with me — thinking about the situations that you're putting your children in, where they might be one-on-one with an adult," she said.

It also emphasizes that adults shouldn't be afraid to talk to their kids about it, "letting them know that it's OK to tell a trusted adult. It's not their fault," she said. "There's such a stigma to it that people kind of shy away from it."

With eight staff members now trained as facilitators, the nursery can continue to offer the program for a small fee even if the funding is not renewed, as the materials only cost \$10 per person, she said.

## **CASA**

CASA, which represents abused or neglected children in court proceedings, hopes to use the money to expedite counseling services for its young clients.

It can take several months for a child to get into counseling, a service crucial to their healing process, said Executive Director Rush Record.

"You can imagine the severity of the abuse these kids have received. They need to have the proper services in place to be able to cope with that mentally," he said.

The sheer volume of cases, and the state's precarious financial situation, have led to the delays, he said. "Some counselors aren't taking these cases anymore," Record said. "There are many, many more children than there are counselors available."

CASA currently has 239 active cases involving 421 children and so far this year has been "very busy," he said. It has 131 volunteer advocates trained to represent those children.

Record had hoped to contract with a therapist to facilitate payment and speed up the counseling process, but he's run into some unforeseen administrative delays. The idea is "relatively complicated" and somewhat unusual for an advocates program to take on, he said.

"We knew we would have obstacles," he said, though he hopes they can be resolved soon.

## **RACES**

The theme here: prevention, prevention, prevention.

Much of this agency's grant has gone to expand public education programs. It hired three former volunteers to conduct violence-prevention workshops in local schools to comply with Illinois' new "Erin's Law," which took effect Jan. 1, 2013, and mandates age-appropriate child sexual abuse education for pre-kindergarten through sixth grade.

Rape Advocacy, Counseling, & Education Services has worked with the Champaign school district to train teachers and schedule interactive educational sessions with each school, said Executive Director Kerri True-Funk.

The agency also brought in a trainer from the "radKIDS," a national safety education program for children based on self-esteem and empowerment, she said. Sixteen local instructors are now trained, including six UI police officers and seven employees/volunteers at RACES.

While many programs talk to kids about how to handle bullying or other aggressive behavior, they don't give them a chance to practice it, True-Funk said.

With radKIDS, they learn strategies for different scenarios, discuss them with adults and then try them out. If they're backed into a corner by a bully who tries to hit them, for instance, they're taught to "block, run and tell." If a stranger tries to force them into a car, they learn physical skills for how to resist.

"If we teach kids that nobody's allowed to hurt them, to violate their bodies and their personal space, and that they're not allowed to do it to other people, it starts to create a climate where violence is not acceptable," she said.

RadKIDS is being piloted at the after-school program at Urbana's Yankee Ridge Elementary School and will be offered this summer at a Champaign day camp. It's gotten good reviews so far.

True-Funk has already had requests from day-care educators and school social workers to offer more instructor-training, so they can incorporate it into their jobs. A session is planned for July.

Long-term, the goal is to decrease the incidence of sexual abuse and dating violence, True-Funk said.

"What starts out as bullying in third, fourth and fifth grade turns into sexual harassment, both verbal and physical, in middle school and high school. From there it tends to escalate further. "If we can shut down that early behavior and teach them ways to problem-solve and relate to other children, it can hopefully decrease the incidences later," she said.

### **Children's Advocacy Center**

Having a trained expert on site to interview children who've been abused has been a goal of the Children's Advocacy Center for more than a decade, said Aime, the agency's director. It's considered the standard for the network of 700 advocacy centers across the country, she said.

Bunyard conducted more than 300 interviews in her previous job as a Champaign police officer, specializing in child-abuse investigations, before retiring Nov. 15.

While investigators from DCFS or other police agencies can still do the interviews if they'd like, they choose Bunyard 90 percent of the time "because it works better for their case, and the kids," Aime said.

The obvious benefit is consistency, said Champaign County State's Attorney Julia Rietz, who also serves on the center's board.

Interviewing a child who has been traumatized in a sensitive way that is also legally admissible is extremely difficult — and crucial for a successful prosecution, she said.

"You cannot put words in that child's mouth, or thoughts in the child's head. The way you form a question is absolutely vital to ensuring that what the child is saying is coming from the child's own mind," Rietz said.

"We know when we have a case come in and Mary's the interviewer, that it's going to be done appropriately and we will be able to put it in front of a judge and in front of a jury with confidence."

Forensic interviewers are trained to get as much detail as possible so that children don't have to go through it again and investigators can have the evidence they need.

Investigators watch the interviews on a video screen in an adjoining room and can send Bunyard questions during the interview. In a recent case, Bunyard stepped out during a break to confer with an officer, and was able to ask a crucial follow-up question.

The new arrangement has also been much more convenient for families, during what is usually the worst time of their lives, Aime said. They typically have to take time off work and arrange child-care to be there, but in the past police interviewers sometimes had to cancel at the last minute if they were suddenly called away on another case, Aime said.

Having Bunyard on staff eliminates that problem. It also frees up investigators' time so they can focus on their other responsibilities, Aime said.

And for children or families who might be suspicious of a DCFS worker or police investigator, Bunyard is a neutral third party.

"I can say, I'm not a police officer. I'm not from DCFS. I'm not going to come to your home. I'm not going to investigate your dad. My role is simply to sit here and talk to you," said Bunyard, who has already handled close to 30 interviews.

Aime is exploring how to continue funding Bunyard's position if the grant is not renewed next year. It will pay for the position through December.

About \$4,300 of the grant was used for an activity-based therapy group for girls in fifth through seventh grade who've suffered abuse. The center contracted with a specialized therapist from ABC Counseling, who uses art and other activities to encourage girls to talk about why they're there and learn coping skills, Aime said.

After hearing from another participant, one girl told the therapist she didn't realize there were other people who'd been through what she had.

"She thought she was the only one," Aime said. "It's a lifesaver."

## **Around the Big Ten**

How other conference schools allocated their share:

**Iowa** — \$28,000 went to 6 groups, including 5 child advocacy/protection centers in the Hawkeye State.

**Michigan** — A 3-way split among Ann Arbor-area agencies specializing in child-abuse prevention.

**Michigan State** — Used all of it to establish a foundation promoting child safety in a 5-county region.

**Ohio State** — Divvied it up 2 ways, half to Nationwide Children's Hospital, half to Franklin County CASA.

**Purdue** — 4 beneficiaries included College Mentors for Kids, which pairs "Little Buddies" with PU students.

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## Generosity boosts playroom at children's center

Wed, 04/30/2014 - 7:00am | [Julie Wurth](#) <sup>(1)</sup>

"My sister would just be so honored to have this safe place, this safe room for the kids to go."

When families walk into the Children's Advocacy Center of Champaign County, it's often the worst day of their child's life.

The center provides a safe place where authorities can interview abused children with as little trauma as possible. Having a toy to play with, or a good book to read, can make that just a little easier.

"They come in with their shoulders hunched, and they get a toy and you just see them lift up," said Executive Director Adelaide Aime.

The center got a bigger-than-expected boost for its recent playroom renovation after publicity about one family's donation to the agency.

The family of Jayne Lynch, 55, of Fairmount, who died in November, asked that donations in her honor go to the advocacy center. Ms. Lynch had become an ardent supporter of the center after her granddaughter, 10-month-old Macey Deuwer, died in 2004 from being shaken by her mother's then-boyfriend.

After consulting with the family, Aime decided to put the money toward the playroom project. The memorials generated about \$700, and more donations poured in after a mailing to the center's donors. The News-Gazette published a story about the project in January and "the phone rang off the hook," Aime said.

In all, donors contributed \$2,700 in cash — and more in acts of kindness. Many wrote notes saying, "I'm doing this for the kids," Aime said.

A retired painter and his grandson called to offer their painting services for free. A Department of Children and Family Services employee, Sheree Foley, volunteered to buy the paint. The Mahomet Professional Women's Club sent in money to buy ethnic dolls.

One anonymous donor gave "many, many hundreds of dollars" to pay for the reading corner, complete with pillows, a rug and new shelves full of books.



(2)

**Photo by: Robin Scholz/The News-Gazette**  
Elaine Mitchell, Case Manager, left, and Mary Bunyard, Forensic Interviewer/Community Educator, put together new chairs in the playroom of the Children's Advocacy Center in Champaign.

The center bought several more sturdy shelves with storage bins for Duplo blocks, trucks, games and puzzles; a play rug with a city street map on it; a few new toys; and two club chairs for parents.

Even the teen-agers like the room, Aime said, often playing with the toy kitchen.

"I think it reminds them of a simpler time in their life," she said.

Jayne Lynch's sister, Joni Markel of Sidell, is thrilled by the donations, though she has yet to see the finished product.

"I'm preparing myself. I know I'm going to get emotional," Markel said. "Even now as I'm talking about it, I just fill up with tears."

Ms. Lynch "just loved children," Markel said, and even when illness limited her mobility she still managed to attend a few of the Champions for Children walks and help out at the center.

"My sister would just be so honored to have this safe place, this safe room for the kids to go. It just really warms our hearts."

### **Children's Advocacy Center open house**

What: Open house for the newly refurbished playroom funded by donors

When: 4 to 7 p.m. May 27, with a ribbon-cutting at 5 p.m.

Where: 201 W. Kenyon Road, Suite 1, C

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**General Corporate Fund FY2014 Expenditure Projection Report**

<b>March</b>	<b>FY2013 YTD 05/31/13</b>	<b>FY2013 Total - (Adjusted for 13 Month Comparison)</b>	<b>FY2014 - YTD 05/31/14</b>	<b>FY2014 Budget</b>	<b>Projected % to be Received</b>	<b>Projected \$\$ to be Spent</b>	<b>\$ Difference to Original Budget</b>
<b>PERSONNEL</b>							
Regular Salaries & Wages	\$6,156,949	\$12,943,166	\$6,615,082	\$15,134,389	98.96%	\$14,976,546	-\$157,843
SLEP Salaries	\$3,546,810	\$7,795,384	\$3,153,232	\$7,699,696	94.82%	\$7,300,916	-\$398,780
SLEP Overtime	\$153,248	\$505,658	\$201,378	\$483,155	94.36%	\$455,919	-\$27,236
Fringe Benefits	\$1,132,481	\$2,695,564	\$1,392,400	\$2,977,412	101.33%	\$3,016,866	\$39,454
<b>COMMODITIES</b>							
Postage	\$116,763	\$209,968	\$139,861	\$233,773	107.58%	\$251,504.23	\$17,731
Purchase Document Stamps	\$440,000	\$916,100	\$320,000	\$975,000	90.90%	\$886,255	-\$88,745
Gasoline & Oil	\$100,231	\$257,983	\$96,469	\$279,803	88.74%	\$248,301	-\$31,502
All Other Commodities	\$261,379	\$681,456	\$280,065	\$768,424	95.02%	\$730,171.07	-\$38,253
<b>SERVICES</b>							
Gas Service	\$181,635	\$377,498	\$282,933	\$400,000	147.01%	\$588,029.63	\$188,030
Electric Service	\$266,012	\$876,812	\$238,275	\$900,000	87.27%	\$785,387	-\$114,613
Medical Services	\$432,352	\$1,003,365	\$457,163	\$868,942	122.10%	\$1,060,944.44	\$192,002
All Other Services	\$1,662,686	\$4,380,609	\$1,670,819	\$4,940,792	89.10%	\$4,402,037	-\$538,755
<b>CAPITAL</b>							
Vehicles	\$79,140	\$191,880	\$0	\$230,000	100.00%	\$230,000	\$0
All Other Capital	\$232,110	\$236,530	\$9,502	\$18,850	100.00%	\$18,850	\$0
<b>TRANSFERS</b>							
To Capital Improvement Fund	\$0	\$123,278	\$0	\$778,662	100.00%	\$778,662	\$0
To All Other Funds	\$0	\$515,550	\$0	\$251,617	100.00%	\$251,617	\$0
<b>DEBT REPAYMENT</b>							
	\$417,491	\$549,721	\$427,835	\$959,945	100.00%	\$959,945	\$0
<b>TOTAL</b>	<b>\$15,179,286</b>	<b>\$34,260,521</b>	<b>\$15,285,014</b>	<b>\$37,900,460</b>	<b>97.47%</b>	<b>\$36,941,952</b>	<b>-\$958,508</b>

**General Corporate Fund FY2014 Revenue Projection Report**

March	5/31/2014	FY2013 Total - (Adjusted for 13 Month Comparison)	FY2014 - YTD 05/31/2014	FY2014 Budget	Projected % to be Received	Projected \$\$ to be Received	\$ Difference to Original Budget
Property Taxes	\$1,021,770	\$8,481,519	\$2,087,505	\$8,998,568	100.00%	\$8,998,568	\$0
Back Taxes	\$0	\$4,554	\$0	\$8,000	100.00%	\$8,000	\$0
Mobile Home Tax	\$0	\$9,135	\$0	\$9,000	100.00%	\$9,000	\$0
Payment in Lieu of Tax	\$2,241	\$9,811	\$0	\$4,600	138.41%	\$6,367	\$1,767
Hotel Motel Tax	\$9,962	\$30,207	\$12,488	\$28,500	132.87%	\$37,867.29	\$9,367
Auto Rental Tax	\$10,805	\$32,356	\$8,225	\$32,000	76.97%	\$24,632	-\$7,368
Penalties on Taxes	\$17,744	\$593,465	\$12,973	\$693,200	89.04%	\$617,238	-\$75,962
Business Licenses & Permits	\$18,002	\$36,372	\$18,653	\$36,500	100.00%	\$36,500	\$0
Non-Business Licenses & Permits	\$587,834	\$1,404,433	\$521,741	\$1,728,378	94.14%	\$1,627,083	-\$101,295
Federal Grants	\$177,422	\$116,370	\$103,255	\$348,876	100.00%	\$348,876	\$0
State Grants	\$105,608	\$234,214	\$74,684	\$150,334	100.00%	\$150,334	\$0
Corporate Personal Property Replacement Tax	\$662,277	\$1,041,277	\$473,680	\$981,966	108.27%	\$1,063,144	\$81,178
1% Sales Tax	\$461,480	\$1,338,466	\$428,615	\$1,322,645	119.50%	\$1,580,577	\$257,932
1/4% Sales Tax	\$2,174,556	\$5,763,397	\$1,714,028	\$5,818,083	97.94%	\$5,698,182	-\$119,901
Use Tax	\$224,094	\$584,769	\$195,145	\$576,540	88.32%	\$509,227	-\$67,313
State Reimbursement	\$1,298,739	\$1,953,368	\$814,195	\$1,666,421	100.00%	\$1,666,421	\$0
State Salary Reimbursement	\$147,788	\$338,117	\$132,407	\$328,468	100.00%	\$328,468	\$0
State Revenue Salary Stipends	\$9,208	\$45,500	\$13,000	\$49,042	100.00%	\$49,042	\$0
Income Tax	\$1,207,630	\$3,544,086	\$790,492	\$3,394,981	100.32%	\$3,405,978	\$10,997
Charitable Games License/Tax	\$15,742	\$48,840	\$20,154	\$51,500	121.41%	\$62,527	\$11,027
Off-Track Betting	\$18,953	\$45,554	\$13,044	\$48,000	65.31%	\$31,350.92	-\$16,649
Local Government Revenue	\$244,683	\$615,341	\$269,445	\$641,215	100.00%	\$641,215	\$0
Local Government Reimbursement	\$249,326	\$628,150	\$195,953	\$633,000	100.00%	\$633,000	\$0
General Government - Fees	\$1,714,975	\$4,211,053	\$1,591,342	\$5,271,449	94.75%	\$4,994,519	-\$276,930
Fines	\$417,690	\$999,170	\$464,229	\$1,098,500	101.09%	\$1,110,497	\$11,997
Forfeitures	\$3,142	\$17,837	\$5,398	\$17,000	180.26%	\$30,644	\$13,644
Interest Earnings	\$2,313	\$5,659	\$2,095	\$11,400	44.96%	\$5,125	-\$6,275
Rents & Royalties	\$254,018	\$1,149,340	\$789,937	\$1,046,722	110.23%	\$1,153,813	\$107,091
Gifts & Donations	\$9,929	\$13,604	\$27,014	\$10,950	246.70%	\$27,014	\$16,064
Sale of Fixed Assets	\$18,534	\$21,822	\$535	\$20,000	100.00%	\$20,000	\$0
Miscellaneous Revenue	\$117,184	\$228,692	\$66,722	\$126,283	100.00%	\$126,283	\$0
Interfund Transfers	\$346,648	\$1,116,629	\$257,981	\$1,074,830	105.58%	\$1,134,830	\$60,000
Interfund Reimbursements	\$4,926	\$406,616	\$3,830	\$653,234	100.00%	\$653,234	\$0
<b>TOTAL</b>	<b>\$11,555,223</b>	<b>\$35,079,541</b>	<b>\$11,108,764</b>	<b>\$36,880,185</b>	<b>99.75%</b>	<b>\$36,789,555</b>	<b>-\$90,630</b>

## GENERAL CORPORATE FUND - FY2013 BUDGET CHANGE REPORT

General Corporate Fund Original Budget As Of:	12/1/2013
Expenditure	\$37,838,231
Revenue	\$36,874,235
Revenue/Expenditure Difference	(\$963,996)

General Corporate Fund Budget As Of:		6/10/2014		
Expenditure	\$37,900,460	% Inc/Dec	0.16%	Revenue/Exp. (\$1,020,275)
Revenue	\$36,880,185	% Inc/Dec	0.02%	

### EXPENDITURE CHANGES

Department	Description	Expenditure Change	Revenue Change	Difference
Physical Plant	Re-Encumber Funds for ILEAS Elevator Upgrade	\$1,983	\$0	(\$1,983)
VAC	Funds donated in 2013 to be spent in FY2014	\$1,500	\$0	(\$1,500)
IT	3-Month Over-Hire to Replace Key Position	\$12,429	\$0	(\$12,429)
County Board	2014 MLK Event Revenue & Expense re-encumbered from 2013 to 2014	\$2,450	\$2,450	\$0
IT	Courthouse UPS System	\$9,850	\$0	(\$9,850)
Planning & Zoning	Wilber Heights PER	\$20,600	\$3,000	(\$17,600)
County Board	Clinton Landfill Legal Challenge - Re-encumbered from 2013 to 2014	\$12,917	\$0	(\$12,917)
VAC	Receipt of Gift for Food Vouchers for Veterans	\$500	\$500	\$0
<b>TOTAL</b>		<b>\$62,229</b>	<b>\$5,950</b>	<b>(\$56,279)</b>

Changes Attributable to Recurring Costs	\$0	\$0	\$0
Changes Attributable to 1-Time Expenses	\$62,229	\$5,950	(\$15,912)

General Corporate Fund FY2014 Summary Projection Report

FUND BALANCE 11/30/13	\$6,000,180	
BEGINNING FUND BALANCE % OF BUDGET -	15.83%	
	<i>Budgeted</i>	<i>Projected</i>
ADD FY2014 REVENUE	\$36,880,185	\$36,789,555
LESS FY2014 EXPENDITURE	\$37,900,460	\$36,941,952
<b>Revenue to Expenditure Difference</b>	<b>-\$1,020,275</b>	<b>-\$152,396</b>
<b><i>FUND BALANCE PROJECTION - End FY2014</i></b>	<b><i>\$4,979,905</i></b>	<b><i>\$5,847,784</i></b>
<b><i>% OF 2014 Expenditure Budget</i></b>	<b><i>13.14%</i></b>	<b><i>15.83%</i></b>

## MANAGEMENT SERVICES CONTRACT

This MANAGEMENT SERVICES CONTRACT is made and entered into as of the 1st day of July, 2014, by and between the COUNTY OF CHAMPAIGN, an Illinois governmental entity owning and operating the Champaign County Nursing Home, ("CCNH"), and MANAGEMENT PERFORMANCE ASSOCIATES, INC., a Missouri corporation, ("MPA"),

### W I T N E S S E T H:

The County of Champaign operates and maintains in Champaign County, Illinois, CCNH, a rehabilitation and nursing facility for the enhancement of the health of those in the community served by this healthcare facility.

MPA has access to a diversified staff of competent personnel, highly trained and experienced in the principal areas of business administration and management and compliance services, encompassing the specific purpose of the County of Champaign, as hereinabove described.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the County of Champaign and MPA hereby jointly agree as follows:

### **I. DEFINITIONS**

For the purpose of this Contract, the following terms shall have the meanings ascribed thereto unless otherwise clearly required by the context in which such term is used.

1. Champaign County Board: The term "Champaign County Board" shall mean those elected representatives who comprise the Champaign County Board. At all times, the Champaign County Board shall represent the County of Champaign, the ultimate governing authority for CCNH. The Champaign County Board may elect to have an Advisory Board of Directors be its point of contact for the services described in this Contract.

2. Approved Budget: The term "Approved Budget" shall mean the budget as approved as set out in Section 2.1(b)(16-6) hereof.

3. CCNH: The term "CCNH" shall mean the enterprise consisting of the 243-bed, rehabilitation and nursing center located at 500 South Art Bartell Drive, Urbana, Champaign County, Illinois, 61802 currently known as Champaign County Nursing Home, which is owned and operated by the County of Champaign, an Illinois government entity.

4. CCNH Expense: The term "CCNH Expense" shall mean an expense to be paid or incurred by CCNH in the normal course of business, and shall represent any expense not expressly enumerated in this Contract as an MPA Expense.

5. Professional Fee: The term "Professional Fee" shall mean the fee paid to MPA provided for in Section V hereof.

6. MPA: The term "MPA" shall mean Management Performance Associates, Inc., a Missouri corporation.

7. Primary Goals: The term "Primary Goals" shall mean the joint goals of the Champaign County Board, the Nursing Home Board, and MPA as herein set out in Section 2.1(c).

8. State: The term "State" shall mean the State of Illinois, unless otherwise specifically indicated.

9. Term: The term "Term" shall mean the duration of the Management Services Contract as set out in Section VII hereof.

10. Contract: The term "Contract" shall mean this Management Services Contract made and entered into by the County of Champaign and MPA.

11. Directors: The term "Directors" shall mean the members of the Champaign County Nursing Home Board of Directors or its designee.

12. Nursing Home Board: The term "Nursing Home Board" shall mean the Champaign County Nursing Home Board of Directors which acts as a governing board for CCNH and reports to the Champaign County Board.

## **II. SERVICES**

### **2.1. MANAGEMENT SERVICES**

#### **2.1(a). MANAGER OF OPERATIONS**

2.1(a)(1). By the terms of this Contract, and subject to all of the terms and conditions herein contained, MPA shall act for, and on behalf of, the County of Champaign as sole manager of CCNH. At all times, however, CCNH, under the direction of the Nursing Home Board and ultimately the Champaign County Board, shall retain and exercise the ultimate control and direction of, and be responsible for the assets, policy, and affairs of CCNH, including all medical, governance, and collective bargaining decisions, policies, and matters pertaining to CCNH, consistent with the primary purpose of CCNH hereinabove stated.

2.1(a)(2). Subject to the foregoing reservations of power to the Champaign County Board and Nursing Home Board, nothing in this Contract shall be construed to prohibit MPA from contracting with other counties, nursing homes, or other clients to provide similar services to those being provided hereunder or any other service. Furthermore, nothing herein shall be construed as requiring MPA to maintain specific working hours.

MPA shall maintain its own schedule so long as such schedule does not interfere with MPA's ability to meet its obligations hereunder.

## **2.1(b). MPA'S DUTIES**

Consistent with the provisions of this Contract and the Primary Goals, MPA shall assist Directors in Directors' supervision, management, and operation of CCNH which shall include the following:

2.1(b)(1). General Responsibility. Consistent with the provisions of this Contract, MPA shall provide managerial services for CCNH, including the specific managerial and consulting services to CCNH as hereinafter set forth in this Section. As manager of CCNH, MPA shall implement, with CCNH's and the Boards' cooperation, all aspects of the operation of CCNH in accordance with established policies and procedures of the Champaign County Board and the Nursing Home Board, and shall have commensurate authority for all such activities. In the event Directors fail to establish such policies and procedures, for whatever reason, MPA may, but is in no way obligated to, establish such policies and procedures as MPA selects.

2.1(b)(2). Access to Records, Documents, and Reports. The Champaign County Board and the Nursing Home Board shall have the right at all reasonable times and with reasonable notice to audit, examine, and make copies of CCNH's books of account. Except as limited by law, regulation, or patient confidentiality restrictions, all other CCNH records shall be similarly available to the Champaign County Board or to the Nursing Home Board. Such right may be exercised through any agent, employee, authorized representative, or independent accountant designated by the Champaign County Board or Nursing Home Board.

2.1(b)(3). Communications. Unless some other arrangement has been established by the Nursing Home Board or by the Champaign County Board, MPA shall make monthly written reports to the Nursing Home Board and shall meet with the Nursing Home Board on a regular monthly basis. MPA shall also make an annual report to the Nursing Home Board, and regular quarterly reports to the Champaign County Board.

2.1(b)(4). Administrator. MPA shall provide and employ a qualified health care executive to act as Administrator for CCNH. MPA's provision of Administrator shall be a CCNH Expense. The compensation package for the Administrator shall be pre-approved by the Nursing Home Board and shall be incorporated into this Contract as Exhibit B. The compensation package for the Administrator shall be updated on a regular basis to account for changes in salary, as approved by the Nursing Home Board, and for applicable taxes and benefit costs.

2.1(b)(5). Special Consultants. Should the Nursing Home Board of Directors or the Champaign County Board request a type, form, or level of special consultant, including, but not limited to, underwriters, independent auditors, cost report consultants, information technology, legislative specialists, bond counsel, expert witnesses, or other

reasonably necessary consultants, which MPA does not provide, MPA shall endeavor to locate and make available such special consultant service, the cost of which, including, but not limited to, application fees and license fees, shall be a CCNH Expense. MPA shall provide CCNH recording and documentation of all such consultant services so performed including a full description of the services performed and the duration of attendance within CCNH. Such consultant service is expressly limited to personal consulting exclusive of any obligation to provide equipment or products, including data processing.

2.1(b)(6). Contracts. MPA shall advise and assist the Nursing Home Board in securing and retaining contracts in the name and for the account of CCNH with such individuals or entities necessary for the proper and efficient functioning of CCNH, the cost of which shall be a CCNH Expense. MPA shall administer all contracts in force at the time of hire in the best interest of CCNH. Once each year in the month of August, MPA shall review with the Nursing Home Board all current contracts in place, and specifically contracts expiring in the next twelve months with a schedule for renewal, including the timing of any competitive procurement processes required for renewal of those contracts pursuant to the terms of the Champaign County Purchasing Policy.

2.1(b)(7). Equipment and Supplies. During the Term, MPA shall cause to be obtained equipment and supplies appropriate for operation of CCNH, the cost of which shall be a CCNH Expense. MPA shall work with the CCNH Business Office to prepare and maintain a Fixed Asset Register, a comprehensive listing of all capital furnishings and equipment. Each year as part of the annual budget process, MPA shall prepare a replacement schedule for furnishings and equipment with a value in excess of \$2,500 indicating which items are ready for replacement and the estimated cost for replacement. The Champaign County IT department shall provide a similar annual replacement list for technology equipment, which equipment is generally characterized as computers, servers, routers, printers, and communication devices. Both replacement lists shall be included in the annual budget process with actual replacement purchases being determined by available resources.

2.1(b)(8). Personnel Management. MPA shall develop, provide, and manage personnel management policies and procedures designed to maximize the effectiveness of CCNH's employees. Such policies and procedures will: a) be consistent with applicable Champaign County personnel policies and procedures when necessary and/or b) specifically reflective of CCNH needs. Such policies and procedures will address discipline, hiring, and developing CCNH employees, including conducting job analyses, recruitment, orientation, training, and appraising performance of CCNH employees, and managing CCNH wages and salaries. MPA's management of CCNH personnel policies is designed to maximize CCNH personnel performance. As part of the annual budget process, MPA shall document the approved staffing budget for the facility including position titles, job descriptions, salary ranges, and projected number of staff in each position classification. MPA shall operate CCNH consistent with the approved staffing budget but reflective of census fluctuations, labor market conditions, and the cost/benefit of alternate staffing arrangements.

2.1(b)(9). Labor Relations. At the request of the Champaign County Board, MPA shall advise and assist the Champaign County Board in any matter involving the contract negotiations and/or labor relations with any labor union lawfully entitled to represent the employees of CCNH provided, however, that MPA will be complementing and not serving as or replacing legal counsel in any of these proceedings.

2.1(b)(10). Maintenance and Repair. MPA shall keep CCNH in good working order and condition and make all necessary and proper repairs in and to CCNH, its furnishings and equipment. To keep CCNH in good working order and condition, MPA shall coordinate with the County Facilities Director all issues relating to the repair, maintenance, and replacement of building systems; the building structural envelope; and any capital facilities repairs or maintenance with a cost in excess of \$5,000. All costs related to the maintenance and repair of CCNH, its furnishings and equipment shall be a CCNH Expense.

2.1(b)(11). Licensing and Life Safety Obligations. Subject to the direction and consent of the Nursing Home Board, MPA shall attempt to cause all things to be done in and about CCNH which are reasonably necessary to comply with the requirements of any applicable licensing statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body with respect to the licensing of CCNH or the construction, maintenance, or operation thereof. If legal advice is necessary in connection with securing or maintaining licensure of CCNH, legal services will be a CCNH Expense.

2.1(b)(12). Legal Actions. MPA shall advise and assist the Nursing Home Board and the Champaign County Board thereof, in instituting or defending all actions by or against third parties arising out of the operation of CCNH during the Term, the cost of which shall be a CCNH Expense. MPA's services, including services provided pursuant to this paragraph, are management and consulting services that do not constitute legal advice since MPA does not provide legal services.

2.1(b)(13). Adherence to applicable requirements. MPA shall use best efforts to conform its duties with respect to the operation of CCNH to applicable standards and laws.

2.1(b)(14). Compliance with Third-Party Payor Requirements. MPA recognizes that CCNH is a participant in various third-party payment programs, including Medicare and Medicaid, which participation is essential to the financial viability of CCNH. Therefore, in connection with the subject matter of this Contract, MPA agrees to fully cooperate with the Champaign County Board to meet all reasonable requirements for participation and payment associated with such third-party payment programs, including the matters more specifically discussed in Section 2.1(b)(15) below.

2.1(b)(15). Third-Party Payment Programs. CCNH shall properly prepare, sign, and timely file all claims, cost reports, or other documentation required by the Medicare Program, Medicaid Program, and any other third-party payor for the operations of

CCNH prior to, during, and after the Term. The County of Champaign shall be solely liable for, and shall hold MPA harmless from, any underpayments or overpayments made to CCNH by any third-party payor attributable to any period prior to the commencement of, during, and after the Term and for any and all recapture or other charges by any such payor attendant to the transactions herein contemplated or the actions of CCNH.

2.1(b)(16). Financial Affairs. This Section sets forth in more particularity certain financial matters involving CCNH and MPA:

2.1(b)(16-1). Charges. In September of each year, MPA will recommend to the Nursing Home Board for approval the overall rate structure of CCNH for the ensuing fiscal year, including patient room charges, charges for all ancillary services, charges for supplies, medication, and special services, and all such charges shall take into account the financial obligations of CCNH and the level of rates at other comparable facilities and the importance of providing care at a low cost, all considered in a manner most likely to achieve the Primary Goals. Consistent with the foregoing, the Champaign County Board, with the recommendation of the Nursing Home Board and based upon the advice of MPA, shall have the exclusive authority to approve the rates and charges for services rendered by CCNH. Recognizing that a reasonable charge structure may, in certain events, fail to fully satisfy all expenses associated with CCNH, it shall be the duty of the Champaign County Board to charge sufficient rates for services rendered by CCNH, to the extent practicable, and to utilize all other available sources of revenues other than donor restricted funds, so that CCNH revenues will be produced sufficient to pay all expenses in connection with the ownership, operation, and maintenance of CCNH, and to pay the principal and interest on CCNH's outstanding debts, if any. CCNH and MPA recognize that charges will be determined and revenue sources used in a manner that comports with federal and state regulations and federal health care program requirements.

2.1(b)(16-2). Credits and Collections. MPA shall recommend to the Nursing Home Board policies and procedures for a sound, feasible, and prudent credit and accounts receivable program. Upon approval by the Nursing Home Board of said program, MPA shall implement the same by taking all reasonable steps necessary to effectuate timely bills by CCNH including the issuance of invoices, statements for services rendered, and materials furnished by CCNH, the collection of accounts and monies owed to CCNH, including the referral of all legal proceedings necessary, the cost of which shall be a CCNH expense.

2.1(b)(16-3). Payment of Accounts and Indebtedness. MPA shall recommend to the Nursing Home Board policies and procedures for a sound, feasible, and prudent accounts payable program. Upon approval by the Nursing Home Board of said program, MPA shall implement same by taking all reasonably necessary steps to prepare and transmit all checks, vouchers, and other documents necessary for the payment of payroll, trade accounts, amounts due on short- and long-term indebtedness, taxes, rents, and all other obligations of CCNH.

2.1(b)(16-4). Accounting and Financial Records. MPA shall establish and administer accounting procedures and controls, and systems, for the development, preparation, and safekeeping of records and books of accounting relating to the business and financial affairs of CCNH, in accord with generally accepted accounting principles.

2.1(b)(16-5). Budget. Annually, MPA shall prepare and submit in writing to the Nursing Home Board, with subsequent submittal to the Champaign County Board, a capital expenditure and operating budget (the "Budget") for CCNH's next fiscal year pursuant to the Annual Budget Process Resolution adopted by the Champaign County Board. Said budget shall set forth: (a) a detailed program of capital expenditures, designating same as mandatory or desirable; (b) an estimate of operating revenues and expenses including the Professional Fee (Section V herein); (c) an explanation of any anticipated changes in CCNH's utilization, payroll rate, and positions, non-wage cost increases; and (d) all other factors differing significantly from the then current fiscal year. The Nursing Home Board and MPA shall consider the proposed budget in joint conferences, and upon approval by the Nursing Home Board, the proposed budget shall be submitted to the Champaign County Board for its approval which, when approved, shall be known as the "Approved Budget." MPA shall use its best efforts, with the Champaign County Board's and the Nursing Home Board's cooperation, to operate CCNH as therein provided by the "Approved Budget," so that the actual revenues, costs, and expenses of the operation and maintenance of CCNH during any applicable period of the fiscal year shall be consistent with the Approved Budget. The inclusion of any item within the Approved Budget shall constitute all necessary approval of the Champaign County Board for MPA to expend CCNH funds for the budgeted item.

2.1(b)(17). Nursing Home Board of Directors' Strategic Plan. MPA shall work to implement the goals of the Nursing Home Board's strategic plan, assist the Nursing Home Board with updates to the existing plan, and assist the Nursing Home Board in the preparation of future plans. As part of the strategic plan, the Nursing Home Board may establish specific programs, objectives, and measures; such programs, objectives, and measures shall advance the Primary Goal set forth below in 2.1(c) and may be amended from time to time by mutual agreement of the Nursing Home Board and MPA. A copy of the current strategic objectives – updated as of May 27, 2014 – is appended as Exhibit A.

### **2.1(c). PRIMARY GOALS**

The primary joint goals of the Nursing Home Board and MPA are to work together and use best efforts to:

1. At all times acknowledge and implement the mission of CCNH (defined in the Nursing Home Board Bylaws as approved by the Champaign County Board) which is under the direction of the Nursing Home Board and ultimately the Champaign County Board;

2. Provide an objective reporting channel to the Champaign County Board through the Nursing Home Board of Directors;

3. Promote strong administration and management controls;

4. Maintain and strive to continually improve the operations of CCNH in accordance with the following goals and the strategic objectives on Exhibit A:

- a. Provide quality nursing and rehabilitation services;
- b. Maintain programs to promote the effective utilization of CCNH's services;
- c. Provide recommendations and planning for new or expanded services to be provided by CCNH which may include but are not limited to: dementia care, rehabilitation services, and dialysis care;
- d. Maintain a deserved public image of excellence for CCNH including the development of an appropriate external marketing program;
- e. Maintain quality staffing of CCNH with particular emphasis on employee development and satisfaction;
- f. Operate CCNH on a sound, self-supporting financial basis, including the development of a documented long term plan for budgeting of capital expenditures;
- g. Institute and maintain sound financial accounting systems at CCNH;
- h. Institute and maintain internal fiscal controls through budgeting procedures;
- i. Prevent loss of revenues to CCNH through sound billing procedures;
- j. Control the cash position of CCNH through sound collection methods; and
- k. Adhere to, and fully cooperate with, all applicable State and Federal statutes, laws, rules, and regulations, including but not limited to the Nursing Home Care Act.

## **2.2. BUSINESS OFFICE MANAGEMENT SERVICES**

MPA shall be responsible for providing Business Office Management Services, as described on Exhibit E which is incorporated herein by reference.

## **2.3. COMPLIANCE SERVICES**

MPA shall provide compliance services as described on Exhibit F which is attached hereto and hereby incorporated by reference.

### **III. INSURANCE**

3.1. MPA shall periodically review the insurance program of CCNH and make recommendations with respect thereto to the Champaign County Board.

3.2. The Champaign County Board shall negotiate a contract or contracts for, and keep in full force and effect, all policies of insurance of the type, extent, and cost of coverage which is consistent with sound management of CCNH, insuring CCNH, and the Champaign County Board thereof, and MPA with limits of coverage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, against the risks customarily insured against by such a nursing home, the cost of which insurance shall be a CCNH Expense. Such insurance shall include coverages for building and contents, comprehensive general liability, professional liability, directors' and officers' liability, blanket fidelity bond coverage, boiler explosion, comprehensive automobile liability, statutory workers' compensation coverage, and excess liability coverage, all of which coverage shall name MPA as an additional insured. Certificates of insurance (and any renewals thereof) evidencing such coverage, cancelable only upon not less than thirty (30) days' prior written notice, shall be delivered to Directors and MPA as soon as practicable after the date hereof (and any renewal date of such insurance policies). The County of Champaign may fulfill any or all of its obligations hereunder through a program of self-insurance, the details of which will be disclosed to MPA before this Contract is signed.

3.3. MPA shall obtain a business owner's comprehensive general liability policy of insurance in an amount not less than \$1,000,000.00 combined single limit naming the County of Champaign, Illinois, and the Champaign County Board as additional insureds and will provide the Champaign County Board with a copy of the endorsement and proof of insurance, cancelable only upon not less than thirty (30) days' prior written notice, the cost of which insurance shall be an MPA Expense. MPA shall fully cooperate with the Champaign County Board in the defense of any claim.

### **IV. COVENANTS NOT TO HIRE**

During the term of this contract and for a period of two (2) years following the termination of this Contract, except with regard to the Administrator as noted in the paragraph below, the County of Champaign shall not employ, except with the written consent of MPA, any person whom MPA has provided who also was an employee of MPA in any capacity whatsoever.

After the term of this Contract, the Nursing Home Board may wish to return CCNH to in-house management. MPA agrees to facilitate an orderly transition up to and including the transfer of the Administrator to the County of Champaign payroll.

## **V. PROFESSIONAL FEE**

5.1. Professional Fee. For the services rendered hereunder by MPA and as a CCNH Expense, CCNH shall pay MPA a Professional Fee of \$295,944.00 per year, payable in monthly payments of \$24,662.17 in advance. The Professional Fee includes Management Services, Business Office Management Services, and Compliance Services, all of which are specified in Exhibit C. In addition to the Professional Fee, MPA shall invoice monthly for the direct costs of the Administrator as detailed in Exhibit B. MPA shall also invoice monthly for its direct costs for travel expenses and related reimbursables, all of which shall be incurred in carrying out the duties this Contract. MPA shall be subject to the terms of the Champaign County Travel Policy and monthly review by the Nursing Home Board.

5.2. The Professional Fee shall be adjusted annually, effective on July 1<sup>st</sup> throughout the term of this contract, in an amount equal to the percentage increase in the Consumer Price Index for the prior year as defined in Section 18-185 of the Property Tax Code, or by five percent (5%), whichever is less. If the CPI is negative, the annual payment will remain the same.

5.3. Nothing in this Contract, in Article VII or in this Article V, shall require MPA to continue providing services unless its professional fees are paid.

## **VI. INDEMNITY**

6.1. The County of Champaign shall indemnify, defend and hold MPA and its employees, directors, officers, shareholders, agents, and contractors harmless from and against all liabilities, damages, losses, expenses (including costs and attorneys' fees), judgments, and amounts paid in settlement which may be imposed upon or reasonably incurred by MPA in connection with or resulting from any claim made against MPA, or any action, suit, proceeding, or investigation in which MPA may be involved by reason of MPA's provision of services to CCNH, whether or not MPA continues to provide services to CCNH at or after the time of such claim, action, suit, proceeding, or investigation, provided that MPA's conduct shall not be finally judged to be willful or wanton misconduct or malfeasance or negligence. To be entitled to such indemnification, MPA shall give the County of Champaign prompt written notice of the assertion by a third-party of any claim with respect to which MPA might bring a claim for indemnification. The County of Champaign shall have the duty, as a CCNH expense, to defend and litigate any such third-party claims. MPA shall fully cooperate with the County of Champaign in the defense of said claim. The obligation to defend, indemnify and hold harmless as defined above shall survive termination or expiration of this Contract.

6.2. MPA agrees to indemnify and hold harmless the County of Champaign, the Champaign County Board, and its employees from any claims by the Internal Revenue Service, Illinois Department of Revenue, Illinois Municipal Retirement Fund, or any federal or state unemployment agency, as a result of this Contract resulting from MPA's

failure to pay payroll taxes or retirement contributions required by law of any of MPA's employees, including legal fees and costs, court costs and any other litigation expenses.

## **VII. TERM OF CONTRACT**

7.1. This Contract shall be for a term of three (3) years, commencing on the 1st day of July, 2014, and expiring on the 30<sup>th</sup> day of June, 2017 (the "Term"). This Contract may be renewed for an additional term of three years (from July 1, 2017 through June 30, 2020) by agreement of the parties and subject to approval of the Nursing Home Board and the Champaign County Board. Thereafter, this Contract may be extended on a month-to-month basis by mutual agreement of the parties for a period not to exceed twelve (12) months. After the Term and any extension(s) have expired, the parties may enter a new mutually agreeable contract.

7.2. This Contract may also be terminated during any contract Term by either party on one hundred and eighty (180) days' advance written notice, provided that all fees, including reimbursables and out-of-pocket expenses, earned by MPA to the end of the one hundred and eighty (180) day notice period have been paid by CCNH.

7.3. Upon termination, the parties' obligations herein shall end, except those provisions that are expressly stated will survive the termination of the contract. MPA shall be due any fee or expense already incurred.

## **VIII. LIMITATION OF LIABILITY**

Any damages arising from or out of MPA's work (including ordinary negligence) will be limited to the lesser of one year's professional fees or actual damages. MPA shall not be liable for any consequential or special damages or for any penalties imposed by any government authority. As used in this paragraph, references to "MPA" include MPA and its affiliates' directors, officers, agents, shareholders and employees.

## **IX. COMPLIANCE PROGRAM PROPRIETARY ITEMS**

9.1. The systems, methods, policies and procedures, tools, techniques, and controls employed by MPA, along with the handbooks, guides or other documents provided in connection with MPA's compliance services as described in Section 2.3 in the performance of this Contract (the "Proprietary Items") are proprietary in nature, shall be and remain the property of MPA, and shall not at any time be utilized, distributed, copied, or otherwise employed or used by CCNH except for CCNH's own internal operations. MPA is the owner of all right title and interest in and to the Proprietary Items. CCNH will at all times have access to its own data as collected by the Proprietary Items.

9.2. For the term of this Contract, MPA grants a non-exclusive, non-transferable, non-sublicenseable, revocable license to CCNH to use the Proprietary Items subject to MPA's terms and conditions, which will be provided by MPA in connection with these

materials, plus any terms and conditions included on any Proprietary Items provided by MPA. These terms and conditions may be updated by MPA from time to time. CCNH will not (i) sell, license, use, or otherwise provide, directly or indirectly, any of the Proprietary Items or any portion thereof to any third party; (ii) copy or reproduce, in whole or in part, any Proprietary Items, whether in the form of computer media, print, or any other form, except as permitted by MPA; (iii) make any alteration, change, or modification to any Proprietary Items or create any databases or derivative works using all or part of the Proprietary Items; or (iv) remove or modify any markings, identification, copyright, or other proprietary notices from the Proprietary Items.

9.3. CCNH specifically agrees that money damages would not be a sufficient remedy for a breach of this Section IX, and that MPA shall be entitled to specific performance as a remedy for any such breach. Therefore, in the event of a breach of this Section IX, MPA shall be entitled to seek injunctive relief from any court of competent jurisdiction, such relief to be available without the necessity of posting a bond, cash or otherwise. Specific performance or other injunctive relief shall not be deemed to be the exclusive remedy for any breach of this Section IX, but shall be in addition to all other remedies provided by this Contract, or otherwise provided by law or equity. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right.

9.4. Upon termination of this Contract, CCNH will cease use of the Proprietary Items, and will use its reasonable and best efforts to identify, return to MPA, and/or destroy all Proprietary Items.

9.5. The parties agree that the terms of this Section IX shall survive termination of this Contract.

## **X. MISCELLANEOUS**

10.1. Additional Assurances. The provisions of this Contract shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the party requested shall execute such additional instruments and take such additional acts as the requesting party may deem necessary to effectuate this Contract.

10.2. Consents, Approvals, and Discretion. Except as herein expressly provided to the contrary, whenever this Contract requires any consent or approval to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

10.3. Legal Fees and Costs. In the event of any litigation to enforce any provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as may be judicially determined.

10.4. Benefit/Assignment. This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors, and assigns, provided, however, that no party may assign this Contract or any or all of its rights or obligations hereunder (except by operation of law) without the prior written consent of the other party, which shall not be unreasonably withheld.

10.5. Accounting Date. The transactions contemplated hereby shall be effective for accounting purposes as of the effective date of this Contract.

10.6. No Brokerage. The parties represent to each other that no broker has in any way been contracted in connection with the transactions contemplated hereby. Each party agrees to indemnify each other party from and against all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

10.7. Cost of Transaction. (i) The County of Champaign will pay the fees, expenses, and disbursements of the County of Champaign and its agents, representatives, accountants, and counsel incurred in connection with the subject matter hereof and any amendments hereto; and (ii) MPA will pay the fees, expenses, and disbursements of MPA and its agents, representatives, accountants, and counsel incurred in connection with the subject matter hereof and any amendments hereto.

10.8. Waiver of Breach. The waiver by either party of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.9. Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipts request, addressed as follows:

CCNH: Champaign County Administrator  
Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802

MPA: Management Performance Associates  
Woods Mill Towers  
14323 South Outer Forty, Suite 501 South  
Chesterfield, Missouri 63017

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

10.10. Severability. In the event any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Contract, which shall be in full force and effect, enforceable in accordance with its terms.

10.11. Gender and Number. Whenever the context of this Contract requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

10.12. Divisions and Headings. The divisions of this Contract into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect whatsoever in construing the provisions of this contract.

10.13. Entire Agreement/Amendment. This Contract supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter and no party shall be entitled to other benefits than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. All prior representations or agreements, whether written or oral, not expressly incorporated herein, are superseded, and no changes in or additions to this Contract shall be recognized unless and until made in writing and signed by all parties hereto. This Contract replaces any similar or conflicting terms in CCNH RFP 2014-001 and in MPA's Response thereto. This Contract may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10.14. Governance. This Contract shall be governed by the laws of Illinois. The parties agree that appropriate venue and jurisdiction for any dispute is Champaign County, Illinois.

10.15. Business Associate Agreement. The parties agree that, for at least some of the services provided by MPA to CCNH pursuant to this Contract, MPA will be a Business Associate of CCNH, as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA). The parties agree to execute and comply with the Business Associate Agreement attached hereto as Exhibit D, which is incorporated herein by reference. The parties further agree that, to the extent possible, they will avoid the use of Protected Health Information (PHI). This means that the parties will refrain from using, accessing, or transmitting PHI to one another unless it is absolutely necessary; and then only the minimum PHI necessary will be used, accessed or transmitted.

10.16. Non-Disclosure. MPA agrees that, except as required by law or with the prior written consent of CCNH, MPA will not, and will direct its employees not to, disclose to any person or entity, any results of compliance audits conducted by CCNH

with MPA's assistance. For the sake of clarity, MPA may discuss CCNH audit results with CCNH employees, legal counsel, and/or Directors as necessary to assist with CCNH's compliance program. The County of Champaign agrees that, except as required by law or with the prior written consent of MPA, the Champaign County Board will not, and will direct its employees not to, disclose to any person or entity, the Proprietary Items described in Section IX.

10.17. Jury Trial Waiver. Each of the parties hereby waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract or the transactions contemplated hereby.

10.18. Duty to Notify. The County of Champaign agrees to promptly (within seven business days) notify MPA of any government investigation, lawsuit, Corporate Integrity Agreement, or penalty related to compliance. This provision includes but is not limited to Office of Inspector General investigations, lawsuits, Corporate Integrity Agreements, and penalties.

10.19. Illegal Activity. Each party agrees not to participate in, or assist the other to participate in, any illegal activity of any kind. In performing their respective obligations under this Contract, both parties intend to comply with the law.

10.20. Safe Work Environment. From time to time, MPA may provide some of the Services on site at CCNH's location. The County of Champaign agrees to provide a safe work environment.

10.21. Legal Services. Legal Services, other than those routinely provided by the Champaign County State's Attorney, will be subject to the prior approval by the State's Attorney and will also be a CCNH Expense.

10.22. Scope. Because MPA is a management and consulting company and not a licensed health care provider, MPA and its employees do not provide clinical judgments nor do they provide direct patient care.

10.23. Omnibus Reconciliation Act of 1987 (OBRA). Pursuant to Section 1861(v)(1)(II) of the Social Security Act, as amended, MPA agrees:

- (i) until the expiration of four years after the furnishing of such services pursuant to this contract, MPA shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records of MPA that are necessary to certify the nature and extent of such costs, and
- (ii) if MPA carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall

contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. In addition, MPA agrees to make available to the Champaign County Board such information and records as the Champaign County Board may reasonably request to facilitate CCNH's compliance with the Medicare Conditions of Participation and to facilitate CCNHs' substantiation of its reasonable costs in accordance with the requirements applicable to CCNH pursuant to 42 C.F.R. Subpart D of Part 405 and Subpart C of Part 420.

10.24. Change in Scope. The parties agree and understand that laws or standards not expressly mentioned in this Contract; modifications to existing laws or standards; or laws or standards not promulgated as of the date this Contract is entered may require a modification in the scope of MPA's services. In such circumstance, the parties will negotiate in good faith to modify this Contract to include any such additional services as are necessary, at a mutually agreeable increase in fee; provided, however, that, absent mutual agreement of the parties, the County of Champaign is not obligated to purchase additional services; and MPA is not obligated to perform additional services.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in multiple originals by their duly authorized officers, all as of the day and year first above written.

**County of Champaign**

**Management Performance Associates**

By: \_\_\_\_\_  
Alan Kurtz, Chair  
Champaign County Board

By: \_\_\_\_\_  
Michael A. Scavotto, President

Attest:

By: \_\_\_\_\_  
Gordy Hulten, County Clerk

**Exhibit A**

**Champaign County Nursing Home  
Strategic Objective Metrics – 2014  
Updated May 27, 2014**

<b>Medical Management Metric</b>	<b>Status</b>
<i>Carle Clinic and Christie Clinic</i>	
Carle Clinic – maintain 2 physicians and 2 full-time nurse practitioners	Maintained
Christie Clinic – maintain current level of care (one physician and one nurse practitioner)	Maintained
Implement daily rounds on the Medicare unit by January 1, 2014	Implemented with one NP
<i>Expanded Specialized Services</i>	
Establish pulmonary clinic by March 1, 2014	No progress. Continuing to find a pulmonologist.
Current wound/pain caseload is 16 residents.	9 currently on caseload 4 wound/5 pain 15 residents have healed and have been taken of the caseload.
Establish outpatient rehab program by March 1, 2014.	In discussions with Symbria (existing rehab provider)

### Exhibit A (continued)

Nursing Management	Status
<i>Fill Director of Nursing Position in 2014</i>	Tentative
<i>Nurse Education</i>	
Carle Clinic Emergency Department Collaborative Training for nurses and CNAs. The goal is to train 90% of nurses and CNAs.	100% (42/42) nurses trained 55% (47/85) CNAs trained
IV training through pharmacy. The goal is 90% of nurses trained by end of 2014.	40/42 (95%) currently trained and certified.
Trach education. 90% of all nurses will be trained by the end of 2014.	83% (35/42) trained and more training scheduled.
Skills training opportunities – collaborative effort with Carle Clinic or teaching programs. 90% of all nurses will be trained by the end of 2014.	See above Carle Clinic ER collaborative training
Staff education from Carle Clinic Nurse Practitioners. Quarterly training is ongoing will see about whether monthly is feasible. Education topics and schedule still to be determined.	Ongoing. 6-18-14 next training

**Exhibit A (continued)**

<b>Non-Financial Metrics</b>	<b>Status</b>
<i>30-Day Readmission Rate</i>	
National average rate is 19.8 percent. The 25th percentile is 14.8 percent and the 75th percentile is 23.4 percent. Source: MedPac Report to Congress: Medicare Payment Policy, March 2013. (Data is from 2011). CCNH will have a current baseline readmission rate by January 1, 2014.	Medicare -April EHDS 11%/Interact data 11% All Payers-April 13%/Interact data 13%
<i>Pinnacle Survey Scores</i>	
Meet or exceed national average scores, which are shown below. There are 16 separate survey scores. The summation of all surveys conducted in 2012 resulted in two out of 16 scores exceeded the national average. The metric goal is to have four score exceeding the national average for 2013 and six scores for 2014.	Calendar Year 2013 – One score met the national average. Five scores exceeded the national average. Currently April 2/16 March 5/16
<i>CMS 5 Star Rating</i>	
Increase overall rating from one star to two star by the end of 2014	Three Star as of April 1, 2014
<i>Annual Turnover Rate</i>	
Annual turnover rate – Data from American Healthcare Association Quality Report 2013 <ul style="list-style-type: none"> <li>• 45.0%            2011</li> <li>• 37.0%            2010</li> <li>• 42.0%            2009</li> <li>• 45.1%            2008</li> </ul>	FY2013 – 63% (previously calculated as 34%) FY2012 – 52% (previously calculated as 41%) FY2011 – 68% (previously calculated as 52%) FY2010 – 53% (previously calculated as 43%)

Note: The previous turnover rates were incorrectly calculated and the corrected numbers are noted above.

\* All Medicare and Medicaid admissions and treatment shall be consistent with medical necessity standards.

**Exhibit A (continued)**

<b>Financial Metrics</b>	<b>Status</b>
<i>Average Daily Census</i>	
FY2014 budget projects a 195 average census	FY2013 ADC – 188.8 FY2014 YTD ADC – 203.5 (as of April 2014)
<i>Medicare Census</i>	
FY2014 budget projects a 17.0 Medicare census	FY2013 ADC – 16.4 FY 2014 ADC – 17.2
<i>Payor Mix</i>	
	FY2013      FY2014 YTD
Medicare      8.7%	Medicare      8.7%      8.4%
Medicaid      55.2%	Medicaid      56.3%      54.8%
Private pay      36.1%	Private pay      35.0%      36.8%
<i>Cash from Operations</i>	
Positive cash flow from operations in FY2014 – 12 month budget projects a \$34k cash contribution from operations	\$545k as of March 2014

## Exhibit B

### Compensation Package for Administrator As of June 1 2014

**Administrator:** *Karen Noffke*

**Start Date:** **December 1, 2012**

**Base Salary:** **\$100,000.00**

**Payrolls:** Bi-monthly, 15<sup>th</sup> & last day of month

**Increases:** Anniversary date, performance-based

**Vacation:** Two weeks

**Holidays:** Usual & Customary: New Year's, Memorial, Independence, Labor, Thanksgiving, Christmas

**Retirement:** 401k; not to exceed maximum of 15 percent of base salary

**Health Insurance:** Cost of family plan reimbursed; currently \$238.20 per month for health, dental, long term disability

**Severance/Outplacement:** To be determined (usually salary continuance for a set number of months)

Cost Item	Annually	Bi-Monthly
Base Salary	\$100,000.00	\$4,166.66
Employer FICA at 6.2%	\$ 6,200.00	\$ 258.33
Employer Medicare at 1.45%	\$ 1,450.00	\$ 60.42
Employer FUTA	\$ Actual experience allocated quarterly	\$49.75 quarter ending 4-30-2014
Employer SUI	\$ Actual Illinois experience allocated quarterly	\$699.85 quarter ending 4-30-2014
Employer Work Comp	\$\$ Actual Illinois experience Nov 13 thru Nov 14	\$42.76 monthly
<b>Total Routine Employment Costs excl FUTA, SUI, Work Comp, Hlth Insurance</b>	<b>\$107,650.00</b>	<b>\$ 4,485.41</b>
Maximum 401k at 15%	\$15,000 Not to exceed	Billed annually
<b>Estimated Total Annual Cost</b>	<b>\$122,650.00</b>	<b>N/A</b>

## Exhibit C

### Detail of the Professional Fee

	Annual	Monthly
Management Services, General	\$192,360	\$16,030
Business Office Management	\$62,868	\$5,239
Compliance Services	\$40,718	\$3,393.17
Totals	\$295,944	\$24,622.17

The Compensation Package (Exhibit B) for the Administrator shall be billed monthly as a separate line item.

Travel expenses and any reimbursable costs will be billed monthly as a separate line item.

## Exhibit D

### Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into as of the date of the last party to sign it ("Effective Date") by and between the **Champaign County Nursing Home**, (hereinafter "Covered Entity") and **Management Performance Associates** (hereinafter "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement for the provision of services pursuant to which Covered Entity may disclose certain Protected Health Information ("PHI") to Business Associate or Business Associate may create or receive PHI for or on behalf of Covered Entity; and

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160 and 164); as amended by the American Recovery and Reinvestment Act of 2009, Title XIII Health Information Technology for Economic and Clinical Health Act ("HITECH") (hereinafter, collectively, "HIPAA Rules"), Covered Entity is required to enter into a written contract with Business Associate which contains satisfactory assurances that Business Associate will appropriately safeguard the PHI; and

WHEREAS, the Agreement sets forth the terms and conditions upon which Covered Entity will Disclose PHI to Business Associate or will allow Business Associate to create or receive PHI for or on behalf of Covered Entity.

NOW, THEREFORE, on the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. **Definitions.** Terms used, but not otherwise defined herein, shall have the same meaning as those terms defined in the HIPAA Rules. Any reference to PHI includes Electronic PHI (ePHI) to the extent practicable.
2. **Services.** Covered Entity and Business Associate have entered, and may in the future enter, service agreements (the "Service Agreements") pursuant to which Business Associate provides services to Covered Entity that require the Use or Disclosure of PHI (the "Services"). This Agreement shall automatically be incorporated into all subsequent agreements between Covered Entity and Business Associate involving the Use and Disclosure of PHI whether or not expressly referenced therein.
3. **Obligations of the Business Associate.**
  - (a) Business Associate agrees not to Use or Disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity other than as permitted or required under this Agreement or as Required by Law. Business Associate may not Use or Disclose PHI in a manner that would violate the Privacy Rule, if done by Covered Entity, except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) or (B) if such Uses and Disclosures are permitted by the Service Agreement. To the extent Business Associate is to carry out

Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

- (b) Business Associate agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 (the Security Rule) with respect to ePHI, to prevent any Use or Disclosure of Covered Entity's PHI other than as permitted or required by this Agreement.
- (c) Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of Unsecured PHI as required by 45 CFR § 164.410, and any security incident of which it becomes aware. All reports of such disclosures or Breaches should be made to **Covered Entity's Administrator**.
- (d) If applicable, and in accordance with 45 CFR § 164.502(e)(2)(1)(ii) and § 164.308(b)(2), Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information.
- (e) Upon written request, Business Associate agrees to make internal practices, books, and records, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (f) If applicable, Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.
- (g) If applicable, Business Associate agrees to make available PHI in a Designated Record Set in accordance with 45 CFR § 164.524. If applicable, Business Associate will disclose PHI to Covered Entity, the individual or the individual's designee, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.
- (h) If applicable, Business Associate agrees to make available PHI for amendment or incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- (i) Business Associate will disclose PHI when required by the Secretary under Subpart C of 45 CFR Part 160 to investigate or determine the Business Associate's compliance with the HIPAA rules.

4. **Permitted Uses and Disclosures by the Business Associate.**

- (a) Except as otherwise limited in this Agreement, Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of Business Associate, or to carry out legal responsibilities of Business Associate, provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
- (d) Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- (e) If applicable, Business Associate may Use PHI to de-identify the information in accordance with 45 CFR § 164.514(a)-(c).
- (f) Business Associate may Use or Disclose PHI as Required by Law.
- (g) When Using or Disclosing PHI or requesting PHI from another covered entity or business associate, Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure or Request, in accordance 45 CFR § 164.502(b) and § 164.514(d).

5. **Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance

with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

6. **Permitted Requests by Covered Entity.** Covered Entity will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This requirement does not apply to Uses or Disclosures by Business Associate for data aggregation or management and administration and legal responsibilities of Business Associate.

7. **Term and Termination.**

- (a) **Term.** The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI as set forth and further described in Section 7(c) of this Agreement, protections are extended to such information in accordance with Section 7(c).
- (b) **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the reasonable time specified by Covered Entity.
- (c) **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the Security Rule) with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
  - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at 4(a) and (b) which applied prior to termination; and
  - v. Return to Covered Entity or destroy PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

8. **Headings.** The heading of sections is inserted solely for purposes of convenience and shall not alter the meaning of this Agreement.

9. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

10. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA and the HIPAA Rules, as both may be amended.

11. **Survival.** Rights and obligations under this Agreement which by their nature should survive, including but not limited to Sections 3(d) and 7(c), will remain in effect after termination or expiration of this Agreement.

12. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

13. **Notices.** All notices and communications required or permitted to be given hereunder shall be sent by certified mail, addressed to the other party at its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

## **Exhibit E**

### **Business Office Management Services**

MPA's Business Office Management Services include:

- Efficient and expert accounting procedures
- Revenue cycle and cash management improvements
- Short- and long-term financing planning
- Analysis and assistance from an experienced health care CFO
- Support during independent audits
- Streamlined month-end closing and timely monthly statements
- Customized charts of accounts
- Clarity of financial statements
- Organization-specific dashboard metrics
- Reduced operating costs
- Support of MPA's team of health care experts

CCNH will keep its existing information system and chart of accounts. Payroll, accounts payable, and billing functions will continue to be done at CCNH by existing personnel. Utilizing an on-line connection to CCNH's financial information system, MPA will provide general ledger, financial, and accounting expertise directly to facility personnel. This service includes documentation and support for accounting entries, first-hand assistance during any independent audit, and clear documentation. MPA will work with CCNH's business office staff to improve flow of financial information and help staff gain an understanding of accountability.

MPA's Business Office Management Service represents an accounting service designed to provide monthly financial statements that are as accurate as possible; it is not an independent certification of financial results and cannot replace a certified audit.

## Exhibit F

### Compliance Services

#### Scope of work

The Compliance Services will address compliance requirements dictated by the Affordable Care Act (ACA) and by Office of Inspector General (OIG) compliance guidance. Other areas of compliance that do not relate to health care and/or are outside the scope of the ACA compliance mandate and OIG compliance guidance are not included in this Scope of Work (e.g. OSHA, labor laws, securities laws, etc.).

MPA's Compliance Services address government-identified areas of compliance risk and include the provision and development of many compliance policies and procedures. Some additional policy and procedure development addressing CCNH's operational environment will be required by CCNH. For example, MPA provides HIPAA privacy policies and procedures and a risk assessment tool to help CCNH complete a security risk assessment. CCNH will need to provide (or obtain) IT advice required to complete the assessment, and to develop security policies and procedures appropriate for CCNH's environment. As another example, MPA provides guidance and a policy to help CCNH comply with the records requirements applicable to federal healthcare programs as expressed by the OIG. Additional records management consulting, such as the identification of records retention periods, is outside the scope of this Scope of Work.

A successful and effective compliance program requires two things: one, the strategic guidance and assessment, written policies and procedures, training plan, auditing and monitoring guidance, and updates to be provided by MPA; and two, the commitment of resources such as time, personnel, cultural emphasis, the regular performance of audits, and the ongoing provision of training, to be provided by CCNH. The success of CCNH's compliance program will require an ongoing commitment of personnel to conduct the facility-specific audits, conduct facility-level employee training, and follow policies and procedures. Depending on the skills of CCNH's current employees, CCNH may need to engage consultants/auditors to help CCNH perform some of the facility-specific audits (e.g. medical record documentation). Please see the Table of Responsibilities.

The Compliance Services are consulting services that do not constitute legal advice. Legal review (including but not limited to legal review of policies and procedures; contractual arrangements for compliance with the Anti-Kickback statute or other laws; or of Business Associate Agreements) should be provided by CCNH's legal counsel.

#### Description of Compliance Services

#### Progress To Date

MPA and CCNH have made significant progress implementing the Compliance Program. The following compliance tasks were accomplished:

- a) The **baseline assessment** was completed, and reports were discussed with CCNH. This assessment addressed the following risk areas: Compliance Program Policies and Procedures; Quality of Care; Resident Rights & Safety; Employee Screening; Billing and Claims Submission; Cost Reporting; Kickbacks, Inducements & Self-Referrals; Creation

- and Retention of Records; HIPAA; Anti-Supplementation; and Medicare Part D Plan Selection.
- b) The **Compliance Program and Code of Conduct** have been developed and implemented.
  - c) **Annual Compliance Training** for 2013 has been completed for employees, and Board Members. Annual compliance training for 2014 is in progress for employees, and soon to come for Board Members. Compliance training is also being conducted for new hires. A training schedule template was provided to CCNH ; CCNH is in the process of choosing and implementing its training schedule for compliance risk areas.
  - d) **Policy and procedure forms** have been provided to CCNH for all of the risk areas described in (a). Implementation of most of these policies has been completed, with some in progress.
  - e) The **HIPAA Security Officer** has been selected and the **security risk assessment** has been completed. Implementation of security measures identified in the risk assessment as necessary are in progress.
  - f) MPA has provided its **proprietary Auditing and Monitoring Handbook** to CCNH, and audits are underway.
  - g) MPA provides **updates** to CCNH regarding additional OIG guidance or targets/risks monthly, plus as emergent compliance news/risks are identified.
  - h) MPA helped CCNH identify and implement a software based solution for continuous **screening of employees** and vendors against the excluded provider lists.

## Upcoming Compliance Services

MPA and CCNH will continue to implement and maintain the compliance program as follows:

### I. Assessment Follow-Up

CCNH has already implemented many of the recommendations MPA made in response to the baseline assessment findings. MPA will continue to work with CCNH to help CCNH implement the remaining recommendations.

### II. Policy and Procedure Support

MPA provided Policy and Procedure Forms addressing each area of compliance risk identified by the OIG:

- Quality of Care
- Resident Rights & Safety
- Employee Screening
- Billing and Claims Submission
- Cost Reporting
- Kickbacks, Inducements and Self-Referrals
- Creation and Retention of Records
- HIPAA
- Anti-Supplementation
- Medicare Part D Plan Selection

As CCNH implements the remaining Policy and Procedure Forms, MPA will provide support and guidance with the policies and procedures. MPA will provide updates to Policy and Procedure Forms, as well as additional Policy and Procedure Forms, as needed to keep up with forthcoming OIG compliance guidance.

### **III. Annual Training**

MPA will continue to develop annual compliance training (for employees and the Board) emphasizing the importance of compliance, explaining the Compliance Program and how to report non-compliance, and discussing basic compliance principles. This training will also include any updates to the compliance program or new risks/concerns. Training will be provided in the format of a PowerPoint or video presentation for implementation by CCNH. Training may also be provided through MPA's Client Gateway, an online tool where training can be completed by employees on their own time, with results tracked and recorded for CCNH .

### **IV. Auditing Support/Oversight**

Using MPA's proprietary Auditing and Monitoring Handbook, MPA and the Champaign County Board and/or the Nursing Home Board will work together to schedule audits according to levels of risk and current concerns; analyze audit results; identify areas needing improvement; update goals; and develop a specific plan to achieve these new goals.

### **V. Program Updates**

MPA will provide ongoing updates to the Compliance Programs based on new regulations, OIG guidance, and improvements in best practices.

### **VI. Annual Review**

MPA will conduct an annual evaluation of the Compliance Programs, specifically addressing whether:

- adequate resources are dedicated to compliance
- the Compliance Programs need to be updated based on audit results
- the Compliance Programs are followed by employees
- the roles of Compliance Officer and Compliance Committee need clarification or modification
- further employee education and training are needed
- the reporting mechanism is used
- disciplinary P&P are followed, applied consistently, and effective to prevent non-compliance
- audit techniques successfully identify risk areas and monitor improvements
- investigation and corrective action procedures promptly identify, minimize the effects of, and prevent further non-compliance
- compliance efforts are sufficiently documented

The results of the evaluation will be reported to senior management along with recommendations for improving the Compliance Programs in the following year.

### **VII. Compliance Support**

MPA will continue to serve as a resource to the Champaign County Board and/or the Nursing Home Board, and will be available by phone and email, and on-site as necessary,

to answer questions that may arise regarding the Compliance Program and its policies and procedures and audits.

The above services are designed to keep your compliance program effective, when performed on an annual basis and combined with the efforts of your staff.

**Table of Responsibilities**

“CCNH Tasks” are tasks to be performed by personnel of CCNH.

<b>Service</b>	<b>MPA Tasks</b>	<b>CCNH Tasks</b>
Assessment Follow-Up	Help CCNH implement recommendations; provide support as needed	Implement recommendations
Policy and Procedure Support	Provide guidance and support with Policy and Procedure implementation  Provide updates to Policies and Procedures as needed to keep them current	Customize Policy and Procedure forms provided by MPA for use by CCNH  Assign responsibility for implementing each Policy and Procedure  Implement each Policy and Procedure into daily operations (follow new processes)  Hold employees and managers responsible for implementing new procedures  Incorporate compliance into CCNH's culture
Annual Training	Develop new compliance training session annually	Keep attendance records of training sessions  Hold employees accountable to the training requirement

**Table of Responsibilities (Continued)**

<p>Auditing Support/ Oversight</p>	<p>Work with CCNH to schedule audits according to levels of risk</p> <p>Work with CCNH to analyze audit results and identify areas needing improvement</p> <p>Work with CCNH to update goals and develop corrective action in response to audit results</p>	<p>Work with MPA to schedule audits according to levels of risk</p> <p>Conduct audits</p> <p>Report audit results to Compliance Committee</p> <p>Work with MPA to analyze audit results and identify areas needing improvement</p> <p>Work with MPA to update goals and develop corrective action in response to audit results</p> <p>Implement corrective action</p>
<p>Program Updates</p>	<p>Provide updates to compliance program</p>	<p>Incorporate updates into daily operations</p>
<p>Annual Review</p>	<p>Direct annual assessment of compliance program and recommend improvements</p>	<p>Conduct assessment</p> <p>Incorporate updates into training, policies and procedures, and audit processes</p>
<p>Ongoing Support</p>	<p>Be available to answer questions about compliance</p>	<p>Report new compliance concerns to MPA</p>