



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

#### Champaign County Developmental Disabilities Board (CCDDB) AGENDA

Wednesday, January 18, 2012

Brookens Administrative Building

Meeting Room 1

1776 E. Washington St., Urbana, IL 61802

**8:00AM**

1. Call to Order – Mr. Michael Smith, President
2. Roll Call – Stephanie Howard-Gallo
3. Additions to Agenda
4. Citizen Input
5. CCMHB Input
6. Approval of CCDDB Minutes
  - A. 11/16/11 Board Meeting\*

*Minutes are included in the packet. Board action is requested.*
7. President's Comments – Mr. Michael Smith
8. Executive Director's Comments – Peter Tracy
9. Staff Report – Lynn Canfield

*Included in the Board packet.*
10. Agency Information
11. Financial Report
  - A. Approval of Claims\*

*Included in the Board packet. Action is requested.*
12. New Business
  - A. Financial Site Visit Protocol

*A draft of staff protocol for monitoring agency financial procedures is included.*
  - B. FY2013 Contract Boilerplate

*Contract template with changes in italics is included in the packet.*
  - C. Ligas Consent Decree

*A briefing memo is included in the packet.*
  - D. NOFA for CCMHB/CCDDB/Quarter Cent Funds

*A copy of the Notice of Funding Availability for CCMHB/CCDDB/Quarter Cent Funds published in the News-Gazette on December 11, 2011 is included in the packet.*
  - E. Cultural and Linguistic Competence Plan

*FY2013 application materials include specific instructions and a template for the Cultural Competence Plan (AKA Cultural and Linguistic Competence Plan) along with*

*a copy of a quarterly monitoring tool. These documents are included in the packet for information only.*

F. Anti-Stigma Alliance

*Discussion of Ebertfest 2012.*

13. Old Business

A. Anti-Stigma Memorandum.

*A draft memo focusing on stigma associated with developmental disabilities is included in the packet.*

14. Board Announcements

15. Adjournment

*\*Board action requested*

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**CHAMPAIGN COUNTY BOARD FOR CARE AND TREATMENT  
OF PERSONS WITH A DEVELOPMENTAL DISABILITY  
(CCDDB)  
BOARD MEETING**

*Minutes –November 16, 2011*

*Brookens Administrative Center  
1776 E. Washington St.  
Urbana, IL  
Meeting Room 1 (Lyle Shields Room)*

*8:00 a.m.*

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**MEMBERS PRESENT:** Joyce Dill, Elaine Palencia, Mike Smith

**STAFF PRESENT:** Peter Tracy, Lynn Canfield, Nancy Crawford, Mark Driscoll,  
Stephanie Howard-Gallo

**OTHERS PRESENT:** Dale Morrissey, Danielle Matthews, Developmental Services  
Center (DSC); Dennis Carpenter, Melissa McDaniel, Charleston  
Transitional Facility (CTF); Barb Bressner, Consultant; Jason  
Ward, Down Syndrome Network; Sally Mustered, C-U Autism  
Network; Glenna Tharp, Pam Klassert, Persons Assuming Control  
of their Environment (PACE)

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**CALL TO ORDER:**

Mr. Michael Smith called the meeting to order at 8:00 a.m.

**ROLL CALL:**

Roll call was taken and a quorum was present.

**ADDITIONS TO AGENDA:**

None.

**CITIZEN INPUT:**

None.

**CHAMPAIGN COUNTY MENTAL HEALTH BOARD (CCMHB) INPUT:**

The CCMHB will meet later in the day.

**APPROVAL OF MINUTES:**

Minutes from the October 19, 2011 Board meeting were included in the packet.

**MOTION: Ms. Dill moved to approve the minutes from the October 19, 2011 Board meeting. Ms. Palencia seconded and the motion passed unanimously.**

**PRESIDENT'S COMMENTS:**

Mr. Smith announced the CCDDDB meeting scheduled for December would be canceled. The CCDDDB's next meeting will be January 18, 2012.

**EXECUTIVE DIRECTOR'S REPORT:**

Mr. Tracy reported letters of contract termination had been sent to agencies that have not sent their audits. They will have until November 30, 2011 to submit their audits to the office.

Mr. Tracy attended the National Association of County Behavioral Health and Developmental Disability Directors (NACBHDD) conference in Albany, NY last month and he has joined their Developmental Disabilities Committee.

McHenry County is moving forward with pursuing a 377 Referendum. Mr. Tracy and Mr. Morrissey from Developmental Services Center (DSC) will meet with the McHenry County 708 Board staff and Board members on December 12th to provide them with information and guidance.

**STAFF REPORT:**

A report from Ms. Canfield was included in the packet. Ms. Canfield was asked to provide additional information regarding Retired and Senior Volunteer Program (RSVP) losing their City of Champaign parking spaces. Discussion also ensued regarding the possibility of not being able to use as many yard signs to promote next year's Developmental Disabilities Expo due to the City of Champaign's policy on the placement of signs.

**AGENCY INFORMATION:**

Mr. Dennis Carpenter from Charleston Transitional Facility introduced Melissa Danielle who will be overseeing Residential and CILA operations across Illinois.

**FINANCIAL INFORMATION:**

**Approval of Claims:**

A copy of the claims report was included in the Board packet.

**MOTION: Ms. Dill moved to accept the claims report as presented. Ms. Palencia seconded and the motion passed unanimously.**

**NEW BUSINESS:**

**Anti-Stigma Campaign in Champaign County:**

A Briefing Memorandum describing the rationale behind our involvement in Roger Ebert's Film Festival and the relationship with the CCDDDB and the CCMHB's efforts to address the problems associated with the very serious issue of stigma pertaining to mental illness, substance abuse disorders, and developmental disabilities in our community was included in the packet. Ms. Dill suggested the Anti-Stigma Alliance have a larger presence at next year's Developmental Disabilities Expo.

**OLD BUSINESS:**

**Draft Three-Year Plan 2010 – 2012 with FY 2012 Objectives:**

A draft Three-Year Plan with updated objectives for 2012 was included in the packet, with comments attached. A Decision Memorandum was included as well and final action on the Plan was requested.

**MOTION: Ms. Dill moved to approve the Three-Year Plan (2010 – 2012) with Fiscal Year 2012 Objectives as presented. Ms. Palencia seconded the motion. A voice vote was taken and the motion passed unanimously.**

**CCDDDB FY13 Allocation Criteria:**

A Decision Memorandum was included in the Board packet for final action. A draft of the allocation criteria was presented for review and comment at the October 2011 meeting.

**MOTION: Ms. Dill moved to approve the FY13 Allocation Decision Support Criteria for CCDDDB funding as presented. Ms. Palencia seconded the motion. A voice vote was taken and the motion passed unanimously.**

**CCMHB FY13 Allocation Criteria:**

A Decision Memorandum was included in the Board packet for information only. The allocation criteria for CCMHB will be presented to the Board for action at their meeting later today.

**Proposed Closures of State Operated Developmental Centers:**

Copy of testimony delivered by an advocate from Champaign County at the hearing on Jacksonville Developmental Center was included in the packet, along with IARF's recommendations to the commission on Government Forecasting and Accountability (COGFA), for information only. Governor Quinn's response to ACMHAI's position letter was also included.

**Disability Resource Expo:**

A report from Ms. Bressner was included in the packet. Summaries of evaluations by exhibitors, participants, and Pride Room vendors were also included in the packet.

**BOARD ANNOUNCEMENTS:**

None.

**ADJOURNMENT:**

The meeting adjourned at 8:47 a.m.

Respectfully Submitted by: Stephanie Howard-Gallo

*\*Minutes are in draft form and subject to CCDDDB approval.*

## **Lynn Canfield, Associate Director for Developmental Disabilities Staff Report – January 18, 2012**

**FY2013 Applications and FY2012 Second Quarter Reports:** The application sections of our web-based system were opened on Friday, January 6, and the deadline for submission of all required forms and postmark on Authorization and Cover Form is Noon, Friday, February 17. Agency representatives are strongly encouraged to log in as soon as possible and carefully read the new application instructions; there are only a few changes to the familiar application forms, but they require agency attention. In addition, detailed instructions and template for the Cultural and Linguistic Competence Plan (CLCP) have been added this year. At the bottom of this document is a sample of how agencies will be expected to report each quarter on progress in the development and implementation of CLCP goals. These materials are new and intended to guide organizations' efforts toward cultural responsiveness. Agency second quarter reports for the current fiscal year are due on Friday, January 27. That section of the web-based system has been opened so that required reports can be submitted at any time prior to the deadline.

**Online Application and Reporting System:** Mark Driscoll and I met with the developer by teleconference in December and in person in January for orientation to system enhancements, solutions to particular issues, user manual format, and review as we took the system live on January 6. With the developer present, we made small revisions to two of the required application forms, cloned agency FY12 forms, including those not selected for funding, confirmed open and close dates for registration/application, uploaded the remaining application instruction documents, and checked for accuracy throughout the system. We had a brief discussion of a new product which might make submission and filing of documents required for contracts much easier to track by all parties. Mark and I continue to answer agency user questions about the system, although not always without difficulty, and the developer is available when we are stumped as well as for correction of system problems.

**Agency Meetings and Correspondence:** In an ongoing collaboration, CCMHB/CCDDB staff met with financial officers from three agencies to review the draft financial site visit protocol in order to improve our understanding prior to testing the process. The most recent draft is included in the board packet and incorporates input from that meeting. CCMHB/CCDDB staff also collaborated on changes to the FY2013 contract boilerplate which address these and other areas; a copy of the contract with those changes italicized is included in the board packet. I participated with Peter Tracy in calling funded agencies to confirm that they are current with payment of payroll taxes. As required for DSC's contract file, Patty Walters submitted and I reviewed additional documentation regarding specific impacts of gaps in service which resulted from changes in state funding. I had several conversations with providers and stakeholders about the Ligas Consent Decree Implementation Plan, and I continue to invite dialog about unmet needs.

**The Mental Health Agencies Council** met on November 22. Peter Tracy gave an update on our activities and led a discussion on Anti Stigma Alliance memorandum, event planning, campaign leading up to the event, possible outcome measures. Shandra Summerville distributed a draft of the Cultural and Linguistic Competence Plan instructions and template, with numerous examples, requesting agency input and offering training prior to the FY13 application deadline. After the meeting, I shared these documents with directors of funded agencies who had not been present, requesting their input. PACE's director was interested in further discussion with Shandra regarding diversity as it relates to disability. Mark Driscoll and I worked with Shandra on subsequent revisions, which she finalized with input from the ACCESS team and Project Director. The instructions and template document is now part of our online application system, and a quarterly monitoring document has been similarly reviewed, revised, and incorporated there.

**Parenting with Love and Limits:** I sat in on the conference call reviewing Extended Care's second quarter results. The many positive outcomes include low referral attrition rate, no therapist attrition, initial good results with the '8% tool' for youth released without detention, cases dismissed due to PLL involvement, and good video supervision. Concerns specific to this community include parents' resistance to participation, to which the team has responded by rallying extended family to close the gap. The research piece doesn't include data on why some families don't graduate, but we are interested.

**Ebertfest and Anti-Stigma Alliance planning:** Barbara Bressner and I have begun discussion of the event and of pulling together the committee, perhaps bringing in individuals with a strong interest in anti-stigma messaging. Roger Ebert's pick for the festival, currently embargoed, might also work for our community event, but we have yet to obtain a copy for the committee to screen for appropriateness for families with children. In case it is not the best option, we can return to the list of films considered two years ago and observations made by Alliance members on each, and we can begin looking at newer films as well. Ebertfest is set for April 25 through 29, with our community event on Sunday, April 29.

**Other Activity:** October 13, 2012 has been selected for the Sixth Annual Disabilities Resource Expo. Some Pride Room vendors have already let us know their preferences for the next event, including extended hours. We will resume workgroup meetings on behavioral health and nutrition when Dr. Ordal returns to the country. At the mid-November Metropolitan Intergovernmental Council, there was discussion of AirTran's announcement of stopping service to Bloomington and of the potential for high speed rail from Chicago to Champaign to St. Louis; scheduled updates and status reports were the main topics. I attended a meeting of the advisory board of The Autism Program at UIUC. This was primarily an overview of the program's achievements during its first five years and comparison with community needs assessment; announcements of interest included that April Keaton, an LCSW who had worked with TAP, joined the Kevin Elliott Counseling group and will lead a Social Thinking Group there for children aged 8-12 who experience social struggles which may or may not be related to a diagnosis.



## Unmet DD Service Needs in Champaign County:

From February 7, 2011 PUNS update:

- **194** individuals in Champaign County were identified with “emergency need.”
- **269** Champaign County residents identified as in need of service within a year; **116** of these are recent or coming graduates.

From April 5, 2011:

- **198** individuals in Champaign County were identified with "emergency need."
- **274** in crisis (need service within a year), of whom **120** are recent or coming grads.

From May 12, 2011:

- **195** individuals in Champaign County were identified with “emergency need”
- **272** in crisis (need service within a year), of whom **121** are recent or coming graduates.

From June 9, 2011:

- **194** individuals in Champaign County were identified with “emergency need”
- **268** individuals in crisis, of whom **120** are recent or coming graduates

From October 4, 2011:

- **201** Champaign County residents were identified as having “emergency need”
- **278** Champaign County residents were identified as in need of service within a year, of whom **123** are recent or coming graduates.

From December 5, 2011 PUNS update:

- **196** Champaign County residents were identified as having “emergency need”: 1 less in ‘needs immediate support to stay in their own home/family home (short term)’; 1 less in ‘care giver needs immediate support to keep their family member at home (long term)’; 1 less in ‘person has been committed by the court or is at risk of incarceration’; and 2 less in ‘Other crisis’.
- **274** Champaign County residents were identified as in need of service within a year, of whom **122** are recent or coming graduates. Consistent with this, the majority of existing supports are in Education, with Speech and Occupational Therapy following.

Desired supports include (in order) Transportation, Personal Support, Occupational Therapy, Support to work in community, Support for in-center work/activities, Speech Therapy, Behavioral Supports, 24 hour Residential, Respite, Physical Therapy, Other Transportation, Intermittent Residential Support, and Assistive Technology.



**County: Champaign**

**Reason for PUNS or PUNS Update**

New	165
Annual Update	94
Change of category (Emergency, Planning, or Critical)	14
Change of service needs (more or less) - unchanged category (Emergency, Planning, or Critical)	4
Person is fully served or is not requesting any supports within the next five (5) years	126
Moved to another state, close PUNS	3
Person withdraws, close PUNS	1
Deceased	2
Other, supports still needed	5
Other, close PUNS	19

**EMERGENCY NEED(Person needs in-home or day supports immediately)**

1. Individual needs immediate support to stay in their own home/family home (short term - 90 days or less); e.g., hospitalization of care giver or temporary illness of an individual living in their own home.	9
2. Individual needs immediate support to stay in their own home/family home or maintain their employment situation (long term); e.g., due to the person's serious health or behavioral issues.	17
3. Care giver needs immediate support to keep their family member at home (short term - 90 days or less); e.g., family member recuperating from illness and needs short term enhanced supports.	4
4. Care giver needs immediate support to keep their family member at home (long term); e.g., care giver is permanently disabled or is terminally ill and needs long term enhanced supports immediately to keep their family member at home.	6

**EMERGENCY NEED(Person needs out-of-home supports immediately)**

1. Care giver is unable or unwilling to continue providing care (e.g., person has been abandoned).	28
2. Death of the care giver with no other supports available.	4
3. Person has been committed by the court or is at risk of incarceration.	1
4. Person is living in a setting where there is suspicion of abuse or neglect.	3
5. Person is in an exceedingly expensive or inappropriate placement and immediately needs a new place to live (for example, an acute care hospital, a mental health placement, a homeless shelter, etc.).	6
6. Other crisis, Specify:	118

**CRITICAL NEED(Person needs supports within one year)**

1. Individual or care giver will need support within the next year in order for the individual to continue living in their current situation.	27
2. Person has a care giver (age 60+) and will need supports within the next year.	6
3. Person has an ill care giver who will be unable to continue providing care within the next year.	3
4. Person has behavior(s) that warrant additional supports to live in their own home or family home.	24
5. Individual personal care needs cannot be met by current care givers or the person's health has deteriorated.	7
6. There has been a death or other family crisis, requiring additional supports.	4
7. Person has a care giver who would be unable to work if services are not provided.	15
8. Person or care giver needs an alternative living arrangement.	11
9. Person has graduated or left school in the past 10 years, or will be graduating in the next 3 years.	122
10. Person is living in an inappropriate place, awaiting a proper place (can manage for the short term; e.g., persons aging out of children's residential services).	2
11. Person moved from another state where they were receiving residential, day and/or in-home supports.	7
12. The state has plans to assist the person in moving within the next year (from a state-operated or private Intermediate Care Facility for People with Developmental Disabilities, nursing home or state hospital).	1
13. Person is losing eligibility for Department of Children and Family Services supports in the next year.	5
14. Person is losing eligibility for Early Periodic Screening, Diagnosis and Treatment supports in the next year.	3
15. Person is losing eligibility for Intermediate Care Facility for People with Developmental Disabilities supports in the next year.	1
16. Person is losing eligibility for Medically Fragile/Technology Dependant Children's Waiver supports in the next year.	1
17. Person is residing in an out-of-home residential setting and is losing funding from the public school system.	1



PUNS Data By County and Selection Detail

December 05, 2011

- 20. Person wants to leave current setting within the next year. 5
- 21. Person needs services within the next year for some other reason, specify: 29

**PLANNING FOR NEED(Person's needs for service is more than a year away but less than 5 years away, or the care giver is older than 60 years)**

- 1. Person is not currently in need of services, but will need service if something happens to the care giver. 73
- 2. Person lives in a large setting, and person/family has expressed a desire to move (or the state plans to move the person). 1
- 3. Person is dissatisfied with current residential services and wishes to move to a different residential setting. 1
- 4. Person wishes to move to a different geographic location in Illinois. 2
- 5. Person currently lives in out-of-home residential setting and wishes to live in own home. 1
- 6. Person currently lives in out-of-home residential setting and wishes to return to parents' home and parents concur. 2
- 8. Person or care giver needs increased supports. 44
- 9. Person is losing eligibility for Department of Children and Family Services supports within 1-5 years. 2
- 14. Other, Explain: 17

**EXISTING SUPPORTS AND SERVICES**

- Respite Supports (24 Hour) 20
- Respite Supports (<24 hour) 20
- Behavioral Supports (includes behavioral intervention, therapy and counseling) 87
- Physical Therapy 61
- Occupational Therapy 110
- Speech Therapy 139
- Education 176
- Assistive Technology 31
- Homemaker/Chore Services 3
- Adaptions to Home or Vehicle 5
- Personal Support under a Home-Based Program, Which Could Be Funded By Developmental Disabilities, Division of Rehabilitation Services or Department on Aging (can include habilitation, personal care, respite, retirement supports, budgeting, etc.) 6
- Medical Equipment/Supplies 10
- Nursing Services in the Home, Provided Intermittently 1
- Other Individual Supports 17

**TRANSPORTATION**

- Transportation (include trip/mileage reimbursement) 113
- Other Transportation Service 47
- Senior Adult Day Services 2
- Developmental Training 65
- "Regular Work"/Sheltered Employment 77
- Supported Employment 40
- Vocational and Educational Programs Funded By the Division of Rehabilitation Services 12
- Other Day Supports (e.g. volunteering, community experience) 6

**RESIDENTIAL SUPPORTS**

- Community Integrated Living Arrangement (CILA)/Family 5
- Community Integrated Living Arrangement (CILA)/Intermittent 4
- Community Integrated Living Arrangement (CILA)/Host Family 1
- Community Integrated Living Arrangement (CILA)/24 Hour 30
- Intermediate Care Facilities for People with Developmental Disabilities (ICF/DD) 16 or Fewer People 3
- Intermediate Care Facilities for People with Developmental Disabilities (ICF/DD) 17 or More People 1
- Skilled Nursing Facility/Pediatrics (SNF/PED) 2
- Supported Living Arrangement 1
- Shelter Care/Board Home 1
- Children's Residential Services 7



PUNS Data By County and Selection Detail

December 05, 2011

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Child Care Institutions (Including Residential Schools)	5
Other Residential Support (including homeless shelters)	8
<b>SUPPORTS NEEDED</b>	
Personal Support (includes habilitation, personal care and intermittent respite services)	225
Respite Supports (24 hours or greater)	89
Behavioral Supports (includes behavioral intervention, therapy and counseling)	135
Physical Therapy	79
Occupational Therapy	166
Speech Therapy	139
Assistive Technology	65
Adaptations to Home or Vehicle	29
Nursing Services in the Home, Provided Intermittently	5
Other Individual Supports	37
<b>TRANSPORTATION NEEDED</b>	
Transportation (include trip/mileage reimbursement)	226
Other Transportation Service	79
<b>VOCATIONAL OR OTHER STRUCTURED ACTIVITIES</b>	
Support to work at home (e.g., self employment or earning at home)	6
Support to work in the community	150
Support to engage in work/activities in a disability setting	149
<b>RESIDENTIAL SUPPORTS NEEDED</b>	
Out-of-home residential services with less than 24-hour supports	70
Out-of-home residential services with 24-hour supports	108

CHAMPAIGN COUNTY

EXPENDITURE APPROVAL LIST

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12/08/11

VENDOR NO	VENDOR TRN B TR	TRN NO	PO NO	CHECK NO	CHECK DATE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ITEM DESCRIPTION	EXPENDITURE AMOUNT
*** FUND NO. 108	DEVLPMNTL DISABILITY FUND								
*** DEPT NO. 050	DEVLMTNL DISABILITY BOARD								
90	CHAMPAIGN COUNTY TREASURER	8		461740	12/08/11	108-050-533.07-00	PROFESSIONAL SERVICES	DEC ADMIN FEE	24,367.00
								VENDOR TOTAL	24,367.00 *
104	CHAMPAIGN COUNTY TREASURER	3		461742	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC EARLY HEADSTART	3,473.00
								VENDOR TOTAL	3,473.00 *
5352	AUTISM SOCIETY OF ILLINOIS	1		461766	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC AUTISM SOCIETY	1,000.00
								VENDOR TOTAL	1,000.00 *
16011	CHARLESTON TRANSITIONAL FACILITY	4		461792	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC NURSING SVCS	1,684.00
								VENDOR TOTAL	1,684.00 *
18203	COMMUNITY CHOICE	97		461525	11/30/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	NOV CUSTOM EMPLOYMN	2,500.00
				461800	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC CUSTOM EMPLOYMN	2,500.00
								VENDOR TOTAL	5,000.00 *
22300	DEVELOPMENTAL SERVICES CENTER OF CHAMPAIGN COUNTY INC	6		461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC APARTMNT SVCS	34,277.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC FAM SUPPORT	33,018.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC CLNCL SUPRT SVC	14,831.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC DEVELOP TRAINER	98,559.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC FAM DEVELOP	31,786.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC INDIV FAM SUPRT	28,194.00
				461810	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC RESIDENTIAL	12,833.00
								VENDOR TOTAL	253,498.00 *

CHAMPAIGN COUNTY

EXPENDITURE APPROVAL LIST

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12/08/11

VENDOR NO	VENDOR NAME	TRN B	TR	TRANS NO	PO NO	CHECK NUMBER	CHECK DATE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ITEM DESCRIPTION	EXPENDITURE AMOUNT
*** FUND NO. 108 DEVLPMNTL DISABILITY FUND											
22816	DOWN SYNDROME NETWORK	12/07/11	02	VR 108-2		461817	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC DOWN SYNDROME VENDOR TOTAL	1,250.00 1,250.00 *
C/O WENDY BARKER											
54930	PERSONS ASSUMING CONTROL OF THEIR	12/07/11	02	VR 108-7		461896	12/08/11	108-050-533.92-00	CONTRIBUTIONS & GRANTS	DEC OPPORT FOR INDE VENDOR TOTAL	4,962.00 4,962.00 *
ENVIROMENT, INC											
										DEPARTMENT TOTAL	295,234.00 *
										FUND TOTAL	295,234.00 *



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

#### BRIEFING MEMORANDUM

**Date:** January 18, 2012  
**To:** Members, Champaign County Developmental Disabilities Board (CCDDB)  
Members, Champaign County Mental Health Board (CCMHB)  
**From:** Peter Tracy  
**Subject:** Financial Site Visit Protocol and Checklist

The purpose of this memorandum is to update the members of the CCDDB and the CCMHB concerning the status of our efforts to improve and ensure an adequate level of financial accountability. As everyone is aware, these are extraordinary times. The State of Illinois fiscal crisis has had a profound impact on the community based systems for developmental disabilities, mental health and substance abuse programs and services. In other areas of Illinois, community based not-for-profit providers have gone out of business as the result of budget cuts, slow payment and other funding problems/issues.

To address these issues we have taken steps to tighten our financial monitoring and fiscal accountability policies and procedures. Last year we made adjustments in our financial audit requirements and specifications to assure outside and independent oversight of all CCDDB and CCMHB providers. This year we have decided to beef up our monitoring and oversight capabilities to include an on-site Financial Site Visit Protocol and Checklist.

I would like to thank Michael Smith, President of the CCDDB for taking the time to meet with staff and discussing how we can best assure an appropriate level of financial accountability to the taxpayers of Champaign County. In addition, several providers/contractors were represented in a conversation with staff about the Financial Site Visit Protocol and Checklist. Ms. Wanda Burnett, CFO for Community Elements, Ms. Danielle Mathews, CFO and Executive VP for Support Services for Developmental Services Center, and Mr. Andy Kulczycki, Executive Director of Community Service Center of Northern Champaign County all took time out of their busy schedules to meet with us to provide suggestions and information which was helpful in the completion of this project. Thank you all very much!

Some of the information gleaned from this process will be used to modify our fiscal policies and procedures, along with our contracting process. We have modified our contract boilerplate and audit specifications to incorporate a number of new items which we believe will strengthen our processes.

It is our intent to share this information with both the CCDDB and CCMHB today to keep you fully informed and to make sure we are on the right track. Additional ideas and suggestions from both Boards are welcome.

**DRAFT**

**CHAMPAIGN COUNTY MENTAL HEALTH BOARD**

**CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD**

**Financial Site Visit Protocol and Checklist**

In order to assure an appropriate level of financial accountability and full compliance with the terms and conditions of service contracts, the Champaign County Mental Health Board (CCMHB) and the Champaign County Developmental Disabilities Board (CCDDB) require quarterly financial reporting specific to each contract and an annual financial audit in full compliance with specifications defined in the contract. In addition, random on-site financial reviews may be conducted at the discretion of the Executive Director in consultation with the Associate Directors using the following protocol and checklist.

**Pre - Site Review Protocol**

1. *Scheduling* - CCMHB/CCDDB staff will schedule a meeting with appropriate agency staff or representative (e.g. contracted fiscal agent or agency board member) to complete the financial review process. A minimum of five working days' notice will be given of the scheduled review. Date and time scheduled will be at the mutual convenience of the Board and Agency. A list of required documents will be sent to the agency.
2. *Documents* – The provider will gather the documents required for the review and make them available to CCMHB/CCDDB staff at the start of the site-visit. A checklist is then used to standardize the review process of the documents.
3. *Financial Test* – The provider will prepare a list of the numbers of all checks written between the start and end of a defined period. From these, a random group of 10 checks will subject to the financial test review.

**Site Review Protocol**



1. CCMHB/CCDDB Financial Forms and Supporting Document Checklist - On-site review of required documents.
  - a. \_\_\_\_\_ Agency has Board-approved financial procedures in place that include separation of duties for preparation of payment authorization, approval of authorization and check signatories.
  - b. \_\_\_\_\_ Board review of financial statements at Agency Board meetings. Source Document – Board meeting minutes dated \_\_\_\_\_
  - c. \_\_\_\_\_ Board Minutes with motion approving CCMHB/DDB grant applications for current year. Minutes Dated \_\_\_\_\_
  - d. \_\_\_\_\_ Board minutes with motion approving budget for Fiscal Year under review. Minutes Dated \_\_\_\_\_
  - e. \_\_\_\_\_ Copy of most recent Audit management letter and verification the agency has fulfilled its response to any findings or issues cited in the most recent Auditor’s issuing of a Management Letter.
  - f. \_\_\_\_\_ Demonstration of tracking of staff time (e.g. time sheets).
  - g. \_\_\_\_\_ Proof of payroll tax payments for one quarter. Payment Dates \_\_\_\_\_
  - h. \_\_\_\_\_ Form 941 or IL-941 or UC3. Compare payroll tax amounts and alignment to period. Dated \_\_\_\_\_
  - i. \_\_\_\_\_ W-2s and W-3. Compare to the gross on 941. Dated \_\_\_\_\_
  - j. \_\_\_\_\_ Proof of 501-C-3 status (IRS Letter), if applicable. Collect **once** for CCMHB/CCDDB file.
  - k. \_\_\_\_\_ IRS 990 Form or AG990-IL. Will confirm that 501-C-3 status is maintained. Dated \_\_\_\_\_
  - l. \_\_\_\_\_ Secretary of State Annual Report. Dated \_\_\_\_\_
  - m. \_\_\_\_\_ Discussion of comparison of budgeted with annual expenses.  
(Prior to site visit, CCMHB/DDB staff will have compared the budgeted expenses submitted with grant application to actual expenses reported quarterly. A 5% variance is allowable. Anything over 5% will require an explanation by the agency personnel.)

Comments on Financial Review/Findings:

2. Financial Test Requirements - In advance of the on-site review, CCMHB/CCDDB staff will have requested a minimum of ten agency expenditures from among the total set incurred during a specific period. Using a randomized method, staff will select ten expenditures for examination and ask that three additional expenditures be made available in case any of the ten fail.

For all thirteen expenditures, the agency will make available the voucher, invoice for proper amount and date, and any supporting documentation, including the cancelled check and when applicable, staff time sheets.

An error rate of 10% (1 voucher) will cause examination of agency procedures; the CCMHB/CCDDB Executive Director may determine the course of action.

Any deficiencies found by the Board will be delivered in writing to the Agency. The Agency will be required to respond with a corrective plan of action.

Deficiencies may result in payment adjustment or the repayment of funds if deemed appropriate by the Board.

3. Exit Interview – Following completion of the review of (a) financial forms and supporting documents and (b) completion of the financial test process, a summary of findings will be presented to Agency staff.

#### **Post Site Visit Process**

A final report of the site visit will be completed and, along with the checklist, shall be placed in the Agency's contract file.

If there are deficiencies, a Notice of Deficiency (NOD) letter shall be sent to the Agency, and this will trigger a requirement for the Agency to respond with a Plan of Correction (POC).

The POC will be reviewed, and the disposition will be determined by CCMHB/CCDDB staff.

**EXHIBIT A**

**Financial Test**

Invoice, Requisition (if applicable), Additional Documents, Cancelled Check

	VENDOR	DATE	AMOUNT
_____ 1. Payment Voucher (identify)	_____	_____	_____
_____ 2. Payment Voucher (identify)	_____	_____	_____
_____ 3. Payment Voucher (identify)	_____	_____	_____
_____ 4. Payment Voucher (identify)	_____	_____	_____
_____ 5. Payment Voucher (identify)	_____	_____	_____
_____ 6. Payment Voucher (identify)	_____	_____	_____
_____ 7. Payment Voucher (identify)	_____	_____	_____
_____ 8. Payment Voucher (identify)	_____	_____	_____
_____ 9. Payment Voucher (identify)	_____	_____	_____
_____ 10. Payment Voucher (identify)	_____	_____	_____

Comments on Financial Test/Findings:

## CCMHB/CCDDB POLICY

### Fiscal Requirements for All Applicants

The organization shall be managed in a manner consistent with sound fiscal standards and shall maintain written policies and procedures regarding its fiscal activities,

- (a) Including but not limited to payroll, purchasing, cash management, relevant fee schedules, contracts and risk management.
- (b) An approved provider plan indicating projected levels of expenses and revenues for each CCMHB/CCDDB funded program.
- (c) CCMHB/CCDDB funds are restricted for use in the program(s) described in the contract(s) concerning obligation of funding. For grant-in-aid contracts, CCMHB/CCDDB funds in excess of actual reimbursable expenses by the program are subject to recovery.
- (d) The organization must not deny Champaign County residents access to CCMHB/CCDDB funded services regardless of their ability or inability to pay.
- (e) Organizations will establish and maintain a modified accrual accounting system in accordance with generally accepted accounting principles to include a level of documentation, classification of entries and audit trails.
  - All accounting entries must be supported by appropriate source documents.
  - All fiscal records shall be maintained for five (5) years after the end of each contract(s) term.
  - Amounts charged to CCMHB/CCDDB funded cost centers for personnel services must be based on documented payrolls. Payrolls must be supported by time and attendance records for individual employees.
  - The salaries and position titles of staff charged to CCMHB/CCDDB funded programs must be delineated in a personnel matrix attachment to the contract.
  - The CCMHB/CCDDB may establish additional accounting requirements for any funded programs.
  - CCMHB/CCDDB funds may only be used for expenses that are reasonable, necessary and related to the provision of services as specified in the contract. All allowable expenses that can be identified to a specific CCMHB/CCDDB funded program should be charged to that program on a direct basis. Allowable reimbursable expenses not directly identified to a CCMHB/CCDDB funded program must be allocated to all programs, both funded and non-funded.
  - The following is a listing of non-allowable expenses:
    - (1) Bad debts;
    - (2) Contingency reserve fund contributions;
    - (3) Contributions and donations,
    - (4) Entertainment;
    - (5) Compensation for board members;
    - (6) Fines and penalties;
    - (7) Interest expense;

- (8) Rental income received must be used to reduce the reimbursable expense by CCMHB/CCDDB funds for the item rented;
  - (9) Capital expenditures greater than \$500, unless funds are specified for such purpose;
  - (10) Supplanting funding from another revenue stream. The boards may delay allocation decisions when anticipated funds from other sources may be influenced by their decisions;
  - (11) Expenses or items not otherwise approved through the budget or budget amendment process;
  - (12) Expenses incurred outside the term of the contract;
  - (13) Contributions to any political candidate or party or to another charitable purpose;
  - (14) Excessive administrative costs including:
    - Any indirect administrative cost rate in excess of 20% of the non-administrative portion of the budget;
    - Any indirect administrative costs that exceed those approved in the program/service budget;
  - (15) The CCMHB/CCDDB at their discretion may elect not to allow an expense based on what is deemed to be in the best interest of the county;
- (f) Each agency is required to have an annual audit unless otherwise waived by CCMHB/CCDDB, as of the close of its fiscal year. The audit is to be performed in accordance with generally accepted auditing standards by an independent certified public accountant registered by the State of Illinois. The resultant audit report is to be prepared in accordance with generally accepted auditing standards and “Government Auditing Standards,” issued by the Comptroller General of the United States. The report shall contain the basic financial statements presenting the financial position of the agency, the results of its operations and changes in fund balances. The report shall also contain the auditor’s opinion regarding the financial statements, taken as a whole, or an assertion to the effect that an opinion cannot be expressed. If the auditor expressed a qualified opinion, a disclaimer of opinion, or an adverse opinion, the reason therefore must be stated.
- (g) The following supplementary financial information shall be included in the audit reports: (Failure to do so will make the report unacceptable.)
- Schedule of Operating Income by Program: This schedule is to be developed using CCMHB/CCDDB approved source classification & modeled after the agency plan. Individual sources of income should not be combined. Example: Funds received from several state or federal agencies should not be combined into one classification, such as “State of Illinois” or “Federal Government.”
  - Schedule of Operating Expenses by Program: This schedule is to be developed using CCMHB/CCDDB approved operating expenses categories & modeled after the agency plan. The statement is to reflect program expenses in accordance with CCMHB/CCDDB reporting requirements including the reasonable allocation of administrative expenses to the various programs.

- Auditor's Checklist (see Item 1): The Certified Public Accountant is to complete the Auditor's Checklist and attach to Schedule of Operating Expenses. The Provider may access the document through the on-line system.
  - CCMHB/CCDDB Payment Confirmation: CCMHB/CCDDB payment confirmation made to an agency required by the independent auditor during the course of the audit is to be secured from the CCMHB/CCDDB office.
  - Auditor Opinion on Supplementary Information: The independent auditor should clearly establish his/her position regarding the supplementary financial information presented in the Schedule of Operating Income by Program and Operating Expenses by Program. This can be done either by extending the overall opinion on the basic financial statements or by a supplementary opinion. If the independent auditor determines that the additional procedures necessary to permit a supplementary opinion on the schedules of operating income and expenses would materially increase the audit time, he/she may alternatively state the source of the information and the extent of his/her examination and responsibility assumed, if any.
  - Capital Improvement Funds: If the agency has received CCMHB/CCDDB capital improvement funds during the last year, the audit shall include an accounting of the receipt and use of those funds.
  - Internal Controls: The independent auditor should communicate, in written form, material weaknesses in the agency's internal controls when it impacts on the CCMHB/CCDDB's funding. Copies of these communications are to be forwarded to the CCMHB/CCDDB with the audit report.
  - Filing of Audit Report: The audit report is to be filed with the CCMHB/CCDDB within 120 days of the end of the agency's fiscal year. In order to facilitate meeting filing requirements, agencies are encouraged to contract with certified public accountants before the end of the fiscal year.
  - Request for Exceptions: A request for exceptions to these audit requirements or for an extension of time to file the audit report, must be submitted in writing to the executive director of the CCMHB/CCDDB. In all cases, approval shall be obtained prior to extensions and/or exceptions being implemented.
  - Penalty: Failure to meet these audit requirements shall be cause for termination or suspension of CCMHB/CCDDB funding.
  - Records: All fiscal and service records must be maintained for five years after the end of each budget period, and if need still remains, such as unresolved issues arising from an audit, related records must be retained until the matter is completely resolved.
- (h) At the discretion of the CCMHB/CCDDB, audit requirements may be waived for contracts with consultants, family support groups or other special circumstances. The waiver provision shall be specified in the contract.



**CHAMPAIGN COUNTY MENTAL HEALTH BOARD**

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

**CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD  
FY13 Contract**

Contract #

Descriptor Code

**DRAFT**

Contract/Program Name:

Contract Maximum:

This Contract is by and between the **Champaign County Developmental Disabilities Board**, hereinafter referred to as the “**Board**,” and \_\_\_\_\_ hereinafter referred to as “**Provider**,” with principal address at \_\_\_\_\_

The Board and Provider each agrees:

A. Type of Contract (Check one below)

\_\_\_\_ Grant  
Attachments Required: Program Plan \_\_\_\_\_; Financial Plan \_\_\_\_\_; Rate Schedule \_\_\_\_\_;  
Payment Schedule \_\_\_\_\_; Other \_\_\_\_\_ (specify) \_\_\_\_\_

\_\_\_\_ Purchase of Service / Fee for Service  
Attachments Required: Program Plan \_\_\_\_\_; Financial Plan \_\_\_\_\_; Rate Schedule \_\_\_\_\_;  
Payment Schedule \_\_\_\_\_; Other \_\_\_\_\_ (specify) \_\_\_\_\_

\_\_\_\_ Special Initiative: Grant \_\_\_\_\_ Fee for Service \_\_\_\_\_  
Attachments Required: Program Plan \_\_\_\_\_; Financial Plan \_\_\_\_\_; Rate Schedule \_\_\_\_\_;  
Payment Schedule \_\_\_\_\_; Other \_\_\_\_\_ (specify) \_\_\_\_\_

\_\_\_\_ Consultation  
Attachments Required: Program Plan \_\_\_\_\_; Financial Plan \_\_\_\_\_; Rate Schedule \_\_\_\_\_;  
Payment Schedule \_\_\_\_\_; Other \_\_\_\_\_ (specify) \_\_\_\_\_

\_\_\_\_ Capital Improvement  
Attachments Required: Program Plan \_\_\_\_\_; Financial Plan \_\_\_\_\_; Rate Schedule \_\_\_\_\_;  
Payment Schedule \_\_\_\_\_; Other \_\_\_\_\_ (specify) \_\_\_\_\_

B. Special Provisions:

C. Contract Boilerplate, all contracts:

1. This Contract shall be effective July 1, 2012 and shall expire on June 30, 2013. Costs incurred prior to the effective date hereof, after the expiration date hereof, or after earlier termination pursuant to the provisions of the Contract, shall not be paid by the Board.

2. Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Provider personally certifies that \_\_\_\_\_ is the correct Federal Employer Identification Number (FEIN); or, NA is the correct Social Security Number for the Provider doing business as indicated below: (please check one).

(Note: Sole proprietorship must use Social Security Number)

\_\_\_\_ Individual                      \_\_\_\_\_ Sole Proprietorship                      \_\_\_\_\_ Corporation  
\_\_\_\_ Not for Profit Corp.                      \_\_\_\_\_ Tax Exempt Org                      \_\_\_\_\_ Partnership  
\_\_\_\_ Governmental Entity                      \_\_\_\_\_ Medical Health Care Services Provider Corp

3. The maximum amount payable under this Contract is \$\_\_\_\_\_. The Board reserves the right to decrease the maximum amount payable if:

a. Staff and/or consultants are not hired within 30 days after the effective date of this Contract, or the projected hire date, or if a vacancy occurs. The Provider shall notify the Board in writing *within 15 days* of changes to any staff position *including vacancies funded in whole or in part by the Board*.

b. Line items are not expended according to the schedule as evidenced in expense reports, if an acceptable amendment is not submitted within 30 days following the submission of the expense report.

c. *Unallowable Costs: The Provider's payments shall be subject to reduction for amounts included in any payment theretofore made which are determined by the Board, on the basis of audits or monitoring conducted in accordance with the terms of this contract, not to constitute allowable costs. The Board at their discretion may elect not to allow an expense based on what is deemed to be in the best interest of the county. For additional information including a list of unallowable expenses, refer to the CCDDDB Funding Guidelines.*

d. Any funds which are not used or expended at the end of the Contract period in accordance with the terms and conditions of this contract shall be returned to the Board within 45 days after the expiration of this Contract.

4. Payment

The Board shall pay the Provider by and through the Champaign County Treasurer. Method of payment applies as checked in Section A., Type of Contract:

a. Grant Contracts: Monthly payments will be paid based on the total contract amount divided by the length of the contract in equal installments. However, due to budgetary constraints, May and June payments will be paid together after June



1 of the contract year. If multiple rates or special payment arrangements apply, the Payment Rate Schedule is attached hereto and incorporated by reference.

- b. Purchase of Service/Fee for Service Contracts: The Provider shall submit a Monthly Billing Statement for the services provided at the appropriate rate(s) as stated in the Contract. Statements are due into the CCDDDB office no later than the 15<sup>th</sup> of the month following the end of the month in which the services were delivered.

The Provider shall be paid 1/12 (one twelfth) of the contract maximum for each month during the first five months of the term of this Contract (i.e., July, August, September, October and November). These payments shall be reconciled to actual billings *after the November billing is received*. If an overpayment has occurred, future payment will be withheld until such time as monthly billing statements justify additional payment. No monthly payment shall exceed the pro-rated monthly allocation, except when year-to-date billings have fallen short of the allowed maximum available. *Balances* will not be carried over upon the completion of the Provider's fiscal year.

Obligations of the Board will cease immediately without penalty or further payment being required if in any fiscal year the tax that is levied, collected and paid into the "Community Developmental Disabilities Fund" is judged by the CCDDDB Executive Director not to be sufficient for payment as delineated in the terms and conditions under this Contract.

The Board shall exercise the right to withhold monthly payments until required reports and/or forms are received and approved.

The Provider agrees that the Board reserves the right to correct any mathematical or computational error in the payment subtotals or total contract obligation by the Board to the Provider.

#### 5. Record Keeping

- a. The Provider is required to maintain books and records relating to the performance of this Contract and necessary to support amounts charged to the Board under this Contract. The books and records shall be maintained for a period of *five* years from the expiration date and final payment under the Contract.
- b. All books and records required to be maintained under subsection (a) of this paragraph shall be available for review and audit by the Board. The Provider is required to cooperate fully with any audit initiated by the Board.
- c. Failure of the Provider under this Contract to maintain the books and records required by subsection (a) of this paragraph shall establish a presumption in favor of the Board for the recovery of any funds paid by the Board for which the required books and records are not available.
- d. The Provider shall maintain all such other records as may be required by the Board.
- e. The Provider shall assist the Board in its functions of monitoring and evaluating performance under this Contract. The Provider shall allow Board employees total access to all records, financial and programmatic, relating to this Contract.

- f. The Provider's books of account shall be kept in accordance with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting standards. Accrual accounting is required for all financial reporting.
- g. The Provider shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- h. The Provider shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract consistent with generally accepted business practices.
- i. Except in emergency situations, the Board will attempt to provide to the Provider five days notice of its intent to review financial and programmatic records relating to this Contract, including, but not limited to, those records specified by this paragraph and all other parts of this Contract. Regarding those records related to this Contract, the Provider shall grant complete access to those Board employees or other qualified persons who are authorized by the Board or otherwise by law.

6. Audit Requirements

The Provider shall submit an annual audit report to the Board within 120 days following the completion of the Provider's fiscal year, unless waived or exempt as defined in item c. below. All audited financial statements shall include a "*Schedule of Operating Income by CCDDDB Funded Program*" and "*Schedule of Operating Expenses by CCDDDB Funded Program*". *The Schedules shall include total program and CCDDDB only funded information. (Please refer to the Financial Plan for format.)* Audit requirements are as follows:

- a. The audit is to be performed by an independent certified public accountant registered by the State of Illinois. The resultant audit report is to be prepared in accordance with generally accepted auditing standards and "Government Auditing Standards," issued by the Comptroller General of the United States. The report shall contain the basic financial statements presenting the financial position of the agency, the results of its operations, and changes in fund balances. The report shall also contain the auditor's opinion regarding the financial statements, taken as a whole, or an assertion to the effect that an opinion cannot be expressed. If the auditor expressed a qualified opinion, a disclaimer of opinion, or an adverse opinion, the reason therefore must be stated.
- b. The following supplementary financial information shall be included in the audit reports: (Failure to do so will make the report unacceptable.)
  - i. *Schedule of Operating Income by CCDDDB Funded Program:* This schedule is to be developed using CCDDDB approved source classification. *Detail shall include total program as well as CCDDDB funded only.* Individual sources of income should not be combined. Example: Funds received from several Local, State or Federal agencies should not be combined into one classification, such as "Local Government," "State of Illinois" or "Federal Government."
  - ii. *Schedule of Operating Expenses by CCDDDB Funded Program:* The Certified Public Accountant should develop the Expenses by Program Statement using CCDDDB approved operating expenses categories. Detail shall include total program as well as CCDDDB funded only expenses. The statement is to reflect program expenses in accordance with CCDDDB reporting requirements including the reasonable allocation of administrative expenses to the various programs. *The Schedule shall*

*exclude any expense charged to the Board from the following listing of unallowable expenses:*

- (1) Bad debts;*
- (2) Contingency reserve fund contributions;*
- (3) Contributions and donations,*
- (4) Entertainment;*
- (5) Compensation for board members;*
- (6) Fines and penalties;*
- (7) Interest expense;*
- (8) Rental income received must be used to reduce the reimbursable expense by Board funds for the item rented;*
- (9) Capital expenditures greater than \$500, unless funds are specified for such purpose;*
- (10) Supplanting funding from another revenue stream.*
- (11) Expenses or items not otherwise approved through the budget or budget amendment process;*
- (12) Expenses incurred outside the term of the contract;*
- (13) Contributions to any political candidate or party or to another charitable purpose;*
- (14) Excessive administrative costs including:*
  - Any indirect administrative cost rate in excess of 20% of the non-administrative portion of the budget;*
  - Any indirect administrative costs that exceed those approved in the program/service budget;*

- iii. Auditors Checklist: The Certified Public Accountant is to complete the Auditors Checklist and attach to Schedule of Operating Expenses. The Provider may access the document through the on-line system.*
- iv. Filing of Audit Report: The audit report is to be filed with the CCDDDB within 120 days of the end of the agency's fiscal year. In order to facilitate meeting filing requirements, agencies are encouraged to contract with certified public accountants before the end of the fiscal year.
  - v. Request for Extension: A request for an extension of time to file the Audit Report must be submitted, in writing, to the Executive Director of the CCDDDB. *In all cases, approval shall be obtained prior to the due date of the Audit Report.*
  - vi. Penalty: Failure to meet these audit requirements shall be cause for termination or suspension of CCDDDB funding.
  - vii. Records: All fiscal and service records must be maintained for five years after the end of each budget period, and if need still remains, such as unresolved issues arising from an audit, related records must be retained until the matter is completely resolved.
- c. The audit requirement is waived for contracts with the Board with a contract maximum less than \$20,000. Also exempt from the audit requirement are contracts with family organizations, consultants and other specified vendors.
- d. If the Provider does not comply with the requirement to produce an audit as specified by the Board, the Provider shall repay all Board funds allocated for such purpose.

- e. Failure to complete an audit shall be cause for termination or cancellation of any current or subsequent contracts between the Board and the Provider.
- f. Contracts with family organizations, consultants, and other specified vendors are exempt from the audit requirement.
- g. For additional information refer to the CCDDDB Funding Guidelines.

7. Excess Revenue

At the end date of this Contract, the Provider shall be required to return any funds they have been paid pursuant to this Contract in excess of what is due to the Provider at termination, in accordance with existing Board rules and contractual obligations.

8. Services

- a. In consideration of the mutual promises, covenants, and undertakings of the parties hereto, the Provider agrees to provide services as stipulated in the Program Plan attached hereto and incorporated herein by reference.

Failure to implement services as stipulated in the Program Plan may be cause for termination of the Contract. The Board may at its discretion require corrective action by the Provider including but not limited to repayment of funds.

*The Board may, at any time by written notice, negotiate adjustments/changes in the Program Plan. If the change causes an increase or decrease in budgeted costs, the parties shall negotiate an equitable adjustment in the contract maximum. If the parties cannot reach an equitable adjustment after good faith negotiations, either party may terminate this contract.*

- b. *The Board shall be notified by the Provider in writing at least 120 days in advance of any program closure; significant change to programs, including staff reduction in force which would alter capacity to serve clients or fulfill contract obligations.*
- c. *In the event a Provider is considering a corporate merger, consolidation, bankruptcy, or corporate restructuring, ceasing or transferring operations, or the Provider is facing financial insolvency illustrated in part by furlough days, missed payroll or delayed payment of payroll, Provider should provide as much advance notice relative to the occurrence of said event to the Board as possible.*

9. Quarterly Program and Financial Reports:

All programs regardless of type of contract, grant based or purchase of service/fee for service, will submit quarterly program and financial reports using the on-line reporting system. Fee for Service contracts must also meet requirements in subsection a. below.

a. Program Reports

The Provider will submit Quarterly Reports in a format specified by the Board. The report will specify, at a minimum, unit(s) of service volume delivered for the period, client residency by zip code, and client demographics. Expected volume shall be written

into the Program Plan referenced in Section C. 8. The Quarterly Report covers the prior 3 months' activities. The first, second, and third quarter reports are due on or before the last Friday of the month following the completion of each calendar quarter. The fourth quarter report is due on or before the last Friday of the second month following the completion of the fourth quarter. (June 30 year-end, would require the report to be submitted by the last Friday in August.) The Provider will be considered out of contract compliance if the report is not submitted when due.

The Quarterly Report shall include the following:

- i. Quarterly Service Report for the quarter;
- ii. Client Zip Code data for the quarter;
- iii. Client Demographics Form for the quarter;
- iv. Performance Measure Outcome Report (Fourth Quarter only) – Submit report on results for the Program Performance Measures for Consumer Access, Consumer Outcomes and Utilization included in the Program Plan referenced in Section C. 8., for the term of the contract.

Fee for Service contracts - The Provider shall submit a Monthly Billing Statement for the services provided at the appropriate rate(s) as stated in the Contract. Statements are due into the Board office no later than the 15<sup>th</sup> of the month following the end of the month in which the services were delivered.

b. Financial Reports

The Provider will submit a Quarterly Fiscal Report to the Board office using the on-line reporting system. Quarterly Financial Reports are to be cumulative for the current reporting year. The first, second, and third quarter reports are due on or before the last Friday of the month following completion of each calendar quarter (October, January & April). The fourth quarter report is due on or before the last Friday of the second month following the completion of the fourth quarter (June 30 year-end, would require the report to be submitted by the last Friday in August). The Provider will be considered out of contract compliance if these reports are not submitted when they are due.

*Variances of 5% or greater to any line item shall require a written explanation submitted with the report. The explanation is to be submitted as an uploaded document to the on-line system.*

Payments due to the Provider by the Board pursuant to this Contract shall be withheld if Program and/or Financial Reports are not submitted on a timely basis by the Provider to the Board.

10. Monitoring

All contracts will be monitored by the Board.

a. Site Visits will be conducted on Grant Contracts to verify reported performance and service activity.

b. Record reviews will be conducted on Fee for Service Contracts.

- i. Adjustments to Fee for Service Reimbursement. A minimum sample of (five) or 5% of average monthly cases billed to the Board (whichever is greater) shall be reviewed no less than annually. The Provider shall be subject to adjustment in approved reimbursement if the Board and the Provider staff agree a given unit of service has been erroneously billed. The Board may require repayment of the funds already paid to the Provider for those units found to be in error or may require the Provider to deduct erroneous amounts from future billings. An error rate above 5% in the initial sample may be cause for drawing another sample of cases subject to the same rules of procedure as above.
  
- c. *Financial Monitoring may occur no less than once a year and, in instances where deficiencies are identified, may occur more frequently. A request for information will be sent to the agency allowing adequate time for the information to be available at the time of the financial review.*

11. Employment Status

Unless otherwise specified in the Contract, the Provider does not acquire any employment rights with the Board or Champaign County by virtue of this Contract. Payments made are not subject to income tax withholding and do not entitle the Provider to any benefits afforded employees of the Board or Champaign County.

12. Address Change

The Provider will provide written notice of any change(s) of principal office/ mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification should be provided at least 45 days in advance, and such changes will require new contracts to be written.

13. Disclaimer Notices

The Provider shall include a disclaimer, when issuing statements, published materials, et cetera, that acknowledges the contents, opinions, findings, conclusions or recommendations expressed in the material are those of the author and do not necessarily reflect the views of the Champaign County Mental Health Board or the Champaign County Developmental Disabilities Board. The Provider shall give to the Board a copy of the document(s) issued with the disclaimer.

14. Press Release/Media Notice

The Provider shall notify the Board in writing of its intent to issue the press release or other media event related to a program or service funded by the Board. Copies of any press release or other notice to the media shall be provided to the Board three days in advance of the actual release and/or media notice. The release and/or notice shall include the Disclaimer Notice referenced in Section C. 13.

15. Confidentiality

All records and other information obtained by the Provider concerning persons served under this Contract are confidential pursuant to State and Federal statutes and shall be protected by the Provider from unauthorized disclosure.

16. Termination

- a. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- b. This Contract shall be deemed to have been breached by the Provider if it fails to perform any material act mandated by this Contract; and, at that time the Board may terminate this Contract immediately upon notice. The termination shall be effective upon the date notice is mailed in a properly addressed envelope with postage prepaid and deposited in a United States Post Office or post office box or hand delivered to the Provider's principal address listed herein.
- c. Upon termination of this Contract, any equipment exceeding \$500 in value at the time of purchase which was purchased with Board funds shall be returned to the Board within 90 days, unless otherwise agreed to in writing signed by the Executive Director or President of the Board.
- d. Upon termination of this Contract prior to the end date provided by the terms of this Contract, the Provider shall return to the Board all revenues in excess of expenses as of the date of termination. Such return shall be by check payable to the Board, no later than 15 days after completion of the required audit.

17. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

18. Meetings and Trainings

The Provider agrees to provide training to meet the training needs of the staff providing services under this Contract.

The Provider agrees to release the appropriate staff and/or administrative representative from duties and budget adequate funds to allow staff to attend trainings and/or meetings provided by the Board.

The Provider agrees to full participation in monthly meetings of the Mental Health Agencies Council (MHAC) meetings sponsored by the Board. The Provider will be represented at MHAC meetings by the executive director or chief executive officer, or appropriate designee.

19. Personnel

- a. The Provider warrants all personnel who directly provide services under this Contract are fully qualified to carry out their duties, and that all representations concerning Provider personnel (academic credentials, licensing status, work experience, number of staff, etc.) are true and correct. *The provider further agrees to perform in a diligent, efficient, and competent manner commensurate with the highest standards of the profession and will devote the time necessary to perform services required under this contract.* The Provider shall remain in compliance at all times with the standards prescribed by State and Federal law for the rendering of such services, and shall notify the Board within 5

working days of change in status, suspension, or revocation of licenses of all personnel who provide services under this contract.

- b. The Provider will develop job descriptions and staff development plans for all Board funded (total or partial) positions (including volunteers). Job descriptions will be kept on file at the Provider's site and made available to Board staff upon request.
- c. *The Provider shall not, either through hiring, promotion, or position reclassification, have employees related by blood, adoption, marriage or domestic partnership in any position of direct or indirect supervision or other decision making authority over a related employee.*

#### 20. Licensing, Certification and Accreditation Status

The Provider shall notify the Board in writing within 5 working days following any sanctions imposed by a funding organization or change in status of licenses, certifications and/or accreditations. Change in status includes investigations, audits, plans of correction, suspension, termination, or revocation of licenses, certifications or accreditations. The Provider shall within 5 working days provide the Board with copies of all documents and correspondence between the Provider and the licensing, certification or accrediting body pertaining to the change in status.

#### 21. Subcontracts

This Contract, or any part thereof, shall not be subcontracted, assigned or delegated without prior written consent of the Board.

Professional services subcontracted for shall be provided pursuant to a written contract, and shall be subject to all provisions contained in this Contract. The Provider shall remain responsible for the performance of any person, organization, or corporation with which it contracts.

#### 22. Compliance with State and Federal Laws

- a. This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related Federal laws and regulations. The Provider agrees to timely comply with all Local, State and Federal laws, regulations and standards pertaining to the Agency Plan, Program Plan, and/or Financial Plan and all other matters contained in this Contract.

*The Provider agrees to pay all state and federal taxes and other levies and charges as they become due, and to defend, indemnify and hold the Board harmless from and against any and all liability resulting from any failure to do so.*

*The Provider is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and any persons providing services on behalf of the Provider under this contract.*



*Failure of the Provider to pay applicable Federal and State payroll taxes, FICA, and other levies or charges as they become due shall result in immediate termination of this contract.*

- b. The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act, 42 U.S.C. §1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
  - c. The Provider certifies that he/she is in compliance with all applicable Federal, State and Local laws protecting the civil rights of persons.
  - d. The Provider certifies that he/she is in compliance with the State and Federal constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act. The Provider, its employees, and subcontractors shall comply with all applicable provisions of the following State and Federal laws and regulation pertaining to nondiscrimination and equal employment opportunity including but not limited to the delivery of services under this Contract and all subsequent amendments thereto:
    - i. The Illinois Human Rights Act, as now or hereafter amended (775 ILCS 5/1 – 101 et seq.);
    - ii. Public Works Employment Discrimination Act “to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment agreements for public buildings or public works.” (775 ILCS 10/0.01 et seq.);
    - iii. The United States Civil Rights Act of 1964 (as amended), Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and Executive Orders 11246 and 11375 (Equal Employment Opportunity).
23. Surgeon General’s Report on Mental Health: Culture, Race, and Ethnicity  
The Provider agrees to a written plan to address issues raised in the report including but not limited to access to services for racial and ethnic minority groups, and the provision of culturally competent services. In addition, the Provider agrees to fully participate in consultations and training events sponsored by the Board on this subject.
24. Liability
- a. The Board assumes no liability for actions of the Provider or the Provider’s employees under this contract. The Provider shall indemnify, defend and hold harmless the Board, and its respective agents, employees, officers, directors, successors and assigns (collectively, the “Indemnitees”) from, against in and in respect of any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable

attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by, or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of the Provider, its agents or representatives in connection with the performance of its obligations under this Contract, (ii) any allegations by any federal, state or local government authority that the Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed any funds, including but not limited to any allegations that the Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of State or Federal laws and regulations the Provider has certified as being in compliance.

- b. The Provider shall provide to the Board on an annual basis a certificate of liability insurance, as well as a certificate of professional malpractice insurance covering any of its employees or contractors assigned to provide services under this Contract.

## 25. Miscellaneous

- a. *This contract is complete and contains the entire understanding between the Board and the Provider relating to the subject matter contained herein, including the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.*
- b. The Provider will seek and receive the Board's written approval through an amendment before making significant programmatic or budgetary changes, utilizing the Contract Amendment form prepared by the Board.
- c. The exhibits applicable to this Contract are incorporated herein by reference on Section A. of the Contract.
- d. The Provider will cooperate with the Board in improving the system of care in Champaign County by participating in the Board's collaboration and networking efforts.
- e. The Provider will cooperate with the Board in activities related to improvement and management of performance and attainment of desired outcomes associated with the services provided under this Contract.
- f. The Provider's governing board must notify the Board of all Provider board meetings with the exception of executive sessions and provide the Board with copies of approved minutes of all open meetings of the Provider's governing board. The Provider will allow a Board liaison designated by the Board to attend the Provider board meetings and have access to the Provider's facilities.
- g. *To assist the Board in its planning function, when the Provider submits grant applications to any local, state, or federal government funding source during the term of this contract, the Provider shall submit in writing what government entity the application was made to, the type, the amount and the focus of the application. The Board reserves the right to request a full copy of the application.*
- h. The Provider shall certify that they do not use CCDDDB funds:
  - i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of participation.
  - ii. For direct or indirect medical (physical health) services that are not related to developmental disabilities.
  - iii. For programs or services under the jurisdiction of public school systems.

26. Other Required Certifications

- a. Drug Free Workplace – The Provider certifies that neither it or its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract and that the Providers shall comply with all provisions of the Drug-Free Workplace Act (30 ILCS 580/1 – 580/11).
- b. Bribery - The Provider certifies that he/she has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code.
- c. Bid-Rigging/Bid Rotating Law - The Provider certifies that he/she has not been barred from contracting with a unit of State or Local government as a result of a violation of 720 ILCS 5/33E-3 & 5/34E-4 of the Illinois Criminal Code of 1961.
- d. Educational Loan – The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385/1 – 385/3).
- e. International Boycott – The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Dept. of Commerce promulgated under the Act.
- f. Charitable Trust – If the provider is a charitable organization subject to the Charitable Trust Act (760-ILCS 55/1), or the Solicitation for Charity Act (225 ILCS 460/1), the Provider certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.
- g. Dues and Fees – The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates.
- h. Felony Conviction – The Provider certifies that none of its employees who are servicing this Contract have been convicted of felonies in which the sentence from the said convictions has been completed less than one year before the execution of this Contract (30 ILCS 505/10/3).
- i. Pro-Children Act – The Provider certifies that he/she is in compliance with the Pro-Children Act of 1994 (Public Law 103-227) in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- j. Sexual Harassment – The Provider certifies that he/she will prohibit sexual harassment as defined by the Illinois Human Rights Act, 775 ILCS 5/2 – 101(E), and will not tolerate such conduct by its employees. Further, the Provider certifies that he/she has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105 (1994) and shall deliver to the Board a copy of such upon request.
- k. Health Care – The Provider agrees to take necessary precautions to guard against contagious and communicable diseases including “Recommendations for Risk Reduction” from the U.S. Center for Disease Control.

27. Assignment

The Provider understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Board shall render this Contract immediately null, void and of no further effect.

28. Authority to Execute and Bind

This Contract and the exhibits hereto contained shall not be binding and enforceable unless signed by all parties, including the Executive Director of the Board and the President of the Board. The persons executing this Contract on behalf of the Provider acknowledge that they have read and understand the terms herein and hereby warrant that they have the legal authority to execute this Contract and bind the Provider. The Provider's Board President specifically states that he or she has been granted such authority by resolution of the Provider's Board of Directors.

For the Champaign County  
Developmental Disabilities Board  
– Recommended by:

For the Provider

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CCDDB Executive Director

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Provider Executive Director/or CEO  
(original signature only)

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CCDDB President

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Provider Board President  
(original signature only)



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

#### BRIEFING MEMORANDUM

DATE: January 18, 2012  
TO: CCDDDB Members  
FROM: Lynn Canfield, Associate Director for Developmental Disabilities  
SUBJECT: Ligas Consent Decree

The purpose of this memorandum is to inform the Board of developments in *Ligas v. Hamos* (originally *Ligas v. Maram*), an Illinois Olmstead-case which was filed in July 2005 on behalf of a large class of individuals with developmental disabilities who resided in ICF-DDs, nine-bed or larger, or were at risk of such placement.

**Background:** On June 15, 2011, the Consent Decree was approved. It promises to expand the state's community-based system of supports and services to meet the large (and growing) need. Class members include adults with DDs who qualify for Medicaid Waiver services and either reside in larger ICF-DDs or in family homes and who request community-based supports or community-based residential setting. The Consent Decree requires that within six years the State honor the choice of all ICF residents, offering community placement to those who desire it, and also continue adequate funding for those who wish to remain in ICFs. Also over the next six years, 3000 individuals on the waiting list will receive services, and after the six year period, class members from that waiting list will be placed "at a reasonable pace." The state is also obligated to serve those in crisis "expeditiously," and there is no limit to how many such individuals or to the term.

On July 19, 2011, the court appointed Tony Records as monitor of the Implementation Plan, which was filed with the court on December 15. Mr. Records' presentation to this community on November 28 was videotaped and helpfully posted at <http://www.youtube.com/user/Vicjnice> in six segments. Mr. Records has experience with monitoring in other states and dares to have hope for Illinois, as the Consent Decree requires a very large-scale shift in how services are provided, including that evaluations and transition plans must focus on individual preferences rather than existing (i.e. limited) services. The monitoring process persists for nine years from the approval of the decree, after which the State may petition the Court to terminate it.

Although the state is not required to develop services which are not part of the Waivers or Medicaid State Plan, community-based services and settings will be increased by at least 20%. The former are through Home-Based Support Services (HBS), and the latter through Community Integrated Living Arrangement (CILA); services include day programs, therapies, assistive technology, and various support services. The Transition Plan is a very powerful tool for individuals selected for Medicaid Waiver services because they and their families can provide a great deal of detail there about preferences, and those preferences must be honored to the extent that they align with services defined by the Waiver. Because the Transition Plan is done upon

selection, individuals and families already on the PUNS list or in ICFs and hoping for community placement are encouraged to begin drafting it now.

**Analysis:** Some concerns raised about the Implementation Plan relate to whether its language is strong and specific enough, and some to whether its requirements can actually be met by the state: the method of outreach (e.g., does reliance on a website have the effect of excluding some individuals?); the increase in PAS/ISC screening responsibilities (additional resources will be needed to accomplish these); further damage to the service system if funding for the class members were to come from existing services; lack of variety in residential options; possible underrepresentation of crisis requests in the data; how to assure fair geographic and minority representation in the selection and award process; adequacy of the state's data system; and more. When a question about the circumstances under which ICF residents were excluded from the class (namely, that they may have been coerced into saying they do not desire a more integrated residential setting) was voiced during Mr. Records' November presentation, he assured the audience that consumers had been interviewed appropriately.

Of great concern are the provider rates, very far below actual cost and very low compared to those of other states. Given the increasingly bleak State fiscal environment and severely delayed payments, agencies and the individuals they serve are already at peril, making expansion of the proposed scale particularly dangerous. Existing providers are not likely to increase capacity without reality-based rates and more stable cash flow, and new providers will be difficult to recruit under the circumstances. If these obstacles are somehow overcome, the Ligas Consent Decree and Implementation Plan will have been very good news for the residents of Illinois, compelling us out of our painfully segregated history and toward more whole communities.

**Update:** In late December, there was a "draw" from among Class Members currently residing in ICF-DDs. Of seven Champaign County residents selected for community-based services or residential setting, six currently reside in facilities located in rural areas, one is in Champaign, and all seven have an Office of State Guardian (OSG) representative. Although data on geographic distribution of the other selections is not currently available, 444 individuals were selected statewide. Of these, at least 270 have OSG representatives. All are ICF residents, and 114 have information recorded on PUNS.

Public Notices 599

MECHANIC'S LIEN

Notice is hereby given that on or after January 11, 2012 the following vehicle will be sold by Don's 24 Hour Towing P.O. Box 6802, Champaign, IL 61826 to enforce a lien existing under Illinois law for labor, services, skill expended for repairs/storage at the request of the owner:

OWNER: Cedric Fleming Champaign, IL

VEHICLE:

1987 Chevrolet Caprice Classic VIN# 1G1BU51H5HX188914

LIEN AMOUNT: \$1,975.00

#1105739 12/11/11

Notification of Funding Availability Champaign County Mental Health Board (CCMHB)/ Champaign County Board for Care and Treatment of Persons with a Developmental Disability (CCDDDB)/ Quarter Cent for Public Safety Juvenile Justice Post Detention (Quarter Cent Fund)

The three separate funding sources listed above are utilizing a web-based registration and application system for submission of funding requests for the contract year beginning on July 1, 2012 and ending on June 30, 2013. The web-based system will be accessible to applicants beginning on January 6, 2012. All applicants shall register (if not previously registered) and log-in to access the application forms, allocation decision support criteria, and instructions. Due date for applications will be February 17, 2012 at noon, and final decisions shall be made no later than June 30, 2012.

For technical assistance regarding the web-based application system contact:

Ms. Stephanie Howard-Gallo, CCMHB/CCDDDB 217/367-5703 stephanie@ccmhb.org 1105613 12/11/2011

PUBLIC NOTICE ADVERTISING DEADLINES

Public Notices 599

www.hacc.net or by contacting:

Housing Authority of Champaign County 205 West Park Avenue Champaign, Illinois 61820 mattg@hacc.net 1105714 12/11/11

The Jamaica Board of Education is accepting bids for the installation of 24 lights with new conduit and wiring. Interested individuals may view specifications at the Jamaica Unit office. For more information, call 217/288-9306. 1105463 12/10, 12/11



All employment advertising in this newspaper is subject to the city of Champaign Human Rights Ordinance and similar state and local laws, making it illegal for any person to cause to be published any advertisement which expresses limitation, specification or discrimination as to race, color, creed, class, national origin, religion, gender, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, political affiliation, prior arrest or conviction record, source of income, or the fact that such person is a student. Specification in employment classifications are made only where such factors are bonafide occupational qualifications necessary for employment. We try to ensure that all employment ads are genuine offers of legitimate work. This newspaper does not knowingly accept employment ads from employers covered by the Federal Wage and Hour Law, if they pay less than minimum wage for non-farm employment or if they do not pay time and a half for work in excess of 40 hours in a work week, if required by law. Nor will this newspaper knowingly accept ads which discriminate against persons because of gender or against persons over 40 years of age in violation of the Age Discrimination in Employment Act, and similar state and local laws. Contact the Wage and Hour Division office at 528 S. 5th St., Springfield, IL 62701.

Please read your ad the first day it is published. The News-Gazette will be responsible for only the first incorrect insertion of an advertisement for people on carrier-delivered routes and for the first two incorrect insertions for people on mail routes.

Accounting/Bookkeeping 601

Accounting/Bookkeeping 601

Accounting Clerk

JSM Management has opening for full time accounting clerk. Responsibilities include: a/p, payroll data entry, account reconciliation & filing. Offering full benefit package including, vacation, insurance and 401(k). Qualifications: 2 yrs experience & associate degree in accounting preferred. Send resume along with salary requirement to:

JSM Management, Human Resources 505 S. Fifth Champaign IL 61820

Bookkeeper

Must be proficient in QuickBooks. Part or full time. Apply online at: catchalex.com.

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Clerical 604

Banking-Branch Manager

As a Branch Manager, you will be part of a successful and growing retail banking organization. You will have responsibility for the branch's results, working with the guidance of bank branch's benchmarks for customer growth and retention, revenue, and market share.

This job is located in Champaign. Hours are generally 8am - 5pm, plus a Saturday rotation.

You will manage a personal banker and a teller supervisor, as well as oversee the operations of the branch as a whole. As part of your job duties, you will successfully grow business through some cold calling and calling on current clients as well as participating in community events and organizations on behalf of the bank.

Job Requirements

- Knowledge of banking regulations and practices consistent with that normally obtained through a degree in finance, business, marketing or a similar field.
• Approximately one to three years of experience in banking or a related field, thorough knowledge of bank regulations, and proficiency in using computer software for typical office applications are preferred.

Experience in consumer lending is a plus.

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General

## Cultural and Linguistic Competence Plan Instructions and Template

This document demonstrates the elements of a Cultural and Linguistic Competence Plan for organizations funded by the CCMHB and the CCDDDB and is structured to reflect the accountability and participation required by all stakeholders. This includes individuals and their families, providers, policymakers, family organizations, community stakeholders, and collaborating agencies.

The Cultural and Linguistic Competence Plan (CLCP) is designed to ensure that services and strategies are implemented within the cultural and linguistic context of the individuals and families to be served. The overarching goal of the CLCP is to ensure that agencies adopt a systemic, systematic, and strategic approach to increasing the cultural responsiveness of services and supports and building sensitivity to and appreciation of diversity and cultural issues throughout the organization.

Examples of specific tasks and responsibilities that should be addressed within six critical domains related to cultural and linguistic competence are: (1) governance and organizational infrastructure; (2) services and supports; (3) planning and continuous quality improvement; (4) collaboration; (5) communication; and (6) workforce development. The CLCP is structured such that specific tasks and action steps from the six domains are provided for all levels of accountability within the agency, including the policy and governance, administrative, practice, and individual and family levels of service. This format also reflects the importance of a team approach and shared responsibilities in working towards the development of a culturally and linguistically responsive organization. Everyone, including the governance body, is responsible for infusing cultural and linguistic competence throughout an organization. This process is not a destination but a journey toward cultural responsiveness for all people.

- **Role/Responsibility:** These sections describe the overarching missions of individuals at each accountability level as they relate to cultural and linguistic competence. These broad descriptions should provide direction for the development of all action steps within the CLC Plan table.
- **Action Steps:** This column explicitly states the measurable and time-sensitive tasks to be completed within a year's time by those responsible at each level of accountability.
- **Time Frame:** This section provides task completion dates and the frequency of tasks conducted more than once. It is recommended that time frames for task completion fall within the same period as the funding request.
- **Person(s) Responsible:** This area should be used to indicate specific individuals within the organization who will be responsible for the implementation of culturally and linguistically responsive practices.
- **Benchmarks:** This section provides observable indicators of progress in reaching or measuring the goal. For instance, a benchmark related to the provision of training on cultural and linguistic competence might be: 100% of the board/staff have received mandated Cultural Diversity training by January, or within 6 months of hiring.

**The examples provided in the template below are not requirements, but may be utilized if needed.**





**ADMINISTRATION/MANAGEMENT LEVEL**

**Role/Responsibility: Develop an organizational structure, administrative guidelines, and system of evaluation to ensure that services are effective, efficient, accessible, and of high quality. (Example)**

Action Steps	Time Frame	Person(s) Responsible	Benchmarks
2.1. Organize a Cultural and Linguistic Competence Committee with authority to monitor service delivery.			
2.2. Assess and modify the physical facility to reflect the population of focus, to be welcoming, clean, and attractive by providing cultural art, magazines, refreshments, etc.			

**PRACTITIONER LEVEL**

**Role/Responsibility:**

Action Steps	Time Frame	Person(s) Responsible	Benchmarks
3.1. Read and sign agreement that CLC plan has been read and practices will be implemented within the designated time period.			
3.2. Develop a directory of local providers, organizations, and other community supports.			

**CONSUMER/CLIENT/INDIVIDUAL LEVEL**

**Role/Responsibility: Begin to build the consumer voice in the overall implementation of culturally responsive practices.**

Action Steps	Time Frame	Person(s) Responsible	Benchmarks

## APPENDIX: GLOSSARY OF TERMS

For the purposes of this document, the cultural and linguistic competence definitions have been adapted from Cross, Bazron, Dennis & Isaac's (1989) *Towards a Culturally Competent System of Care: A Monograph on Effective Services for Minority Children Who Are Severely Emotionally Disturbed: Volume I* and Goode & Jones (modified 2004), National Center for Cultural Competence, Georgetown University Center for Child & Human Development. These terms are defined as follows:

### **Cultural Competence** is

- 1 a defined set of values and principles which are reflected within the behaviors, attitudes, policies, and structures of agencies, family/youth/consumer organizations, providers, and community stakeholders to result in appropriate and effective services for all;
- 2 the capacity to (1) value diversity, (2) conduct self-assessment, (3) manage the dynamics of difference, (4) acquire and institutionalize cultural knowledge, and (5) adapt to diversity and the cultural contexts of the communities served; and
- 3 Integration of the above in all aspects of policy making, administration, practice, service delivery, and systematic involvement of families and individuals, key stakeholders, and communities.

**Linguistic Competence** is the capacity of an organization and its personnel to communicate effectively and convey information in a manner that is easily understood by diverse audiences. Linguistic competence involves the development of interagency and internal capacity to respond effectively to the behavioral health/disability literacy and communication needs of the populations served and to possess the policy, structures, practices, procedures, and dedicated resources to support this capacity.

**Culture** - vast structures of behavior, ideas, attitudes, values, habits, beliefs, customs, language, rituals, ceremonies, and practices peculiar (identified) to a group of people... that provides them with a general design for living and patterns for interpreting reality....”

*(Wade Noble MD adapted from the TA Partnership)*

**Competence** implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by individuals and families and their communities.

Champaign County Mental Health Board/Developmental Disabilities Board  
**Cultural and Linguistic Competence Quarterly Monitoring Plan**

**Instructions:**

**This tool should be used to build the organization’s Cultural and Linguistic Competence Plan action steps. The purpose of this tool is to measure how Cultural and Linguistic Competence is being infused throughout an organization, by identifying benchmarks of progress in reducing the disparities in underutilization, overutilization, and duplication of services to individuals. This will be submitted quarterly with detail about each level of the organization.**

- **Guidelines:** Builds on the actions that the organization will take to introduce cultural competency at all levels.
- **Timeline/Progress for Plan of Action:** All organizations are at different stages of infusing cultural competence into policy and practices. This section gives the timeline of progress made in each of the stated guidelines for the different levels of the organization.
- **Benchmarks:** This section includes observable indicators of progress within each guideline. For instance, a benchmark related to the provision of training on cultural and linguistic competence might be: “100% of board members have completed Cultural Competence training by January, or within 6 months of appointment.”

Champaign County Mental Health Board/Developmental Disabilities Board  
**Cultural and Linguistic Competence Quarterly Monitoring Plan**

Governance and Policy Level (Guidelines)	Timeline/Progress for Plan of Action	Benchmark
Develop and review Cultural and Linguistic Competence Plan bi-annually with feedback from management, staff, and individuals served by the organization.		
Develop a policy for timely provision of interpretation services.		
Conduct an annual organizational Cultural Competence Self-Assessment.		
Begin to identify and recruit diverse membership on Board of Directors.		
Complete annual Cultural Competence Training.		

Administrative/Management Level (Guidelines)	Timeline/Progress for Plan of Action	Benchmark
Assess and modify the physical facility to ensure accessibility, to reflect the population of focus, and to be welcoming, clean, and attractive, by providing cultural art, magazines, toys, etc.		
Provide services in community based settings.		
Develop an advisory board that reflects the community's diversity and includes individuals and family to provide consistent feedback about services.		
Develop a plan to recruit and retain a diverse workforce.		
Establish a plan to support, or incentives for, supervisors and workers to prevent burn-out and compassion fatigue (e.g. Mental Health Days, Reflective Supervision, Employee Assistance Program, etc.)		
Complete annual Cultural Competence Training.		

Direct Service (Guidelines)	Timeline/Progress for Plan of Action	Benchmark
Read and Sign the CLC Plan. Plan and implement outreach or engagement to promote behavioral health/disability awareness.		

Individuals and their family or identified support system will have a primary decision-making role in the development of their service plan. Ensure that the family's preferences/needs are present in the plan.		
At a minimum, complete Annual Cultural Competence Training.		
Ensure that documentation of an individual's progress is strength based.		
Collect and enter data on race, ethnicity, and primary language of individuals and families in file and within the management information system.		
Plan appointments/meetings that are accessible for individuals and families and that will not conflict with their work.		
Identify natural and informal supports for the individual and their family.		

<b>Individuals and their Families (or identified support) (Guidelines)</b>		
Serve on Advisory Board/Committee to help with the construction of services provided by the organization.		
Identify natural and informal support in the community as a resource for agencies.		
Review information to ensure that it can be easily understood.		
Partner with Direct Service Team to ensure that outreach events are planned with the population that is being served.		



## CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

#### BRIEFING MEMORANDUM

DATE: January 18, 2012  
TO: CCDDDB Members  
FROM: Peter Tracy, Executive Director  
SUBJECT: Anti-Stigma Campaign in Champaign County

The purpose of this memorandum is to provide information about our involvement in Roger Ebert's Film Festival and the relationship with our efforts to address the very serious issue of stigma pertaining to behavioral health and developmental disabilities in our community.

#### Background:

Stigma about disability shows up as fear, stereotyping, distrust, avoidance, embarrassment, and hostility toward persons with disabilities and their loved ones. It can lead to difficulty accessing resources and opportunities, and even worse, to overt discrimination, abuse, isolation, and lack of hope. Stigma inhibits the full participation of individuals in their communities, and no one in the community gains by this.

Discrimination against those with developmental disabilities (DDs) relates to low community participation, which in turn leaves negative attitudes about them untested. Stigma keeps the general population from addressing barriers to access by people with disabilities, and stigma causes people with disabilities to prefer distance from the general population's negativity, reinforcing barriers and isolation. Stigma may be obvious and direct, such as someone making a thoughtless remark about a person's disability or treatment, or it may be subtle, such as someone assuming an individual is not capable or aware.

There is some evidence that members of stigmatized groups experience higher self-esteem when segregated with others similarly stigmatized and lower self-esteem when (initially) integrated with nonstigmatized peers, owing to the very human tendency to compare our outcomes with those of others in close proximity. Therefore the work of integrating these members into the broader community, and the onus of making it worth their while, must to some extent lie outside the stigmatized group. Increasing the broader community's awareness of the specific challenges faced by individuals with developmental disabilities is a valuable starting point because this type of collaboration is open to all. Over the next several years, residents of Illinois who have DDs will become more integrated into their communities, and a critical component to planning for these changes will be to transform communities so that the potential for social isolation and decreased self-esteem among these individuals is minimized.

*We can reduce stigma and discrimination by educating ourselves and the public.*



In addition to struggling with the challenges of disability, an individual and his/her loved ones must deal with the social meaning of the disability. Outsiders may suffer from misinformation or lack of information leading to negative attitudes about disabilities and negative behaviors toward individuals living with disabilities. Children with disabilities and their siblings are teased, avoided, or condescended to. Within a family, parents may be overwhelmed with day to day challenges and find little support for dealing with the many unique stressors. They may have less free attention for and higher expectations of their other children. Siblings can become caregivers at an early age. The person with a disability may be self-conscious about the impact his or her needs have on others and may feel less powerful in their relationships. As if internal pressures were not enough to bear, a person with a disability is sometimes shunned by peers. Social participation and opportunities are fewer because of stigma. Stigma appears to relate directly to insufficient levels of funding for desired supports and services. A powerful example of stigma-driven disparity in healthcare is that more money is spent on research into the causes of DDs than on research and implementation of effective healthcare practices for individuals living with them. Stigma is destructive and a major problem for mental health and developmental disabilities professionals.

*We can reduce stigma and discrimination by reducing barriers to living with a disability. We can more easily reduce barriers by engaging more community members in the effort. We can engage more community members by educating ourselves and the public.*

Harmful effects of stigma include:

- Lack of understanding by family, friends, or others the person knows
- Reluctance to seek help or admit to problems
- Discrimination at work or school
- Difficulty finding housing
- Bullying, harassment, abuse
- Limited access to effective therapies and treatments, with resulting poor outcomes
- Reimbursement systems that do not support specialized knowledge and practice of effective therapies and treatments
- The belief that the person will not succeed at certain challenges or improve their situation
- A community which itself feels incomplete and incapable

### **Anti-Stigma Efforts: National, State and Local**

People with mental health conditions and developmental disabilities have enough challenges in their lives without having to deal with stigma. Service professionals have a responsibility to develop and support anti-stigma efforts to educate the community about the harm done by stigma. At the national level, SAMHSA and NAMI have created anti-stigma campaigns (“What a difference a friend makes” and “Stigma busters”). In Illinois, the Department of Human Services (DHS) sponsors an anti-stigma campaign called “Say it out loud.” In Champaign County, the Champaign County Mental Health Board (CCMHB) and Champaign County Developmental Disabilities Board (CCDDDB) have organized the Champaign County Anti-Stigma Alliance to combat stigma and promote understanding and inclusion.

The two primary anti-stigma events in Champaign County which are sponsored by our group(s) are (1) the Disability Expo, and (2) Roger Ebert’s Film Festival. Both of these events are

embedded in our community and planned by their respective steering committees with representation from consumers, youth, families, private businesses, service providers, and other stakeholders. The CCMHB and CCDDDB started the ball rolling and continue to be primary sponsors of these events, but both now generate additional revenue to offset the costs to our boards.

### **Film as an Anti-Stigma Strategy**

We selected film for our anti-stigma campaigns because it is powerful, impactful, and creates empathy by having the viewer see/feel stigma from the person's point of view. In addition, research shows that film changes attitudes as measured by pre-post anti-stigma measures. Films have been used effectively by NAMI and other groups with national campaigns. The film "Canvas" was used by NAMI and the CCMHB/CCDDDB to explore the impact of serious mental illness on a family. Another group, Reelabilities provides funding for several days of anti-stigma film screening events and partners with local stakeholders on screenings of films most closely aligned with the mission of each.

*We can reduce stigma and discrimination and barriers to living with a disability by changing our communities. We can change our communities by educating ourselves and the public. We can educate ourselves and the public using film to spark dialogue.*

### **Sponsoring Ebertfest:**

For these reasons, the CCMHB and CCDDDB have organized the Champaign County Anti Stigma Alliance and decided to sponsor Roger Ebert's Film Festival as the centerpiece of our local anti-stigma effort. Mr. Ebert has personally worked with us to select films which are impactful and positive about the challenges people face when dealing with their disabilities. In addition, the festival staff have actively assisted us in securing the Virginia Theater for a special free-to-the-community screening of a relevant anti-stigma film. On several occasions, the festival has arranged for movie stars, directors, and others associated with films to stay an extra day so they could participate in our post-festival screening. We believe we get a lot of "bang for the buck" and the following is a listing of some of the benefits:

- Newspaper coverage – we have gotten extensive free coverage linked to Roger Ebert, and this has occurred every year.
- Radio coverage – WDWS always reports/interviews people about the festival, and we are always mentioned.
- Roger and Chaz Ebert talk extensively about our anti-stigma efforts during the festival prior to each screening over the five days of the festival.
- About 21,000 people attend the festival, and between films our anti-stigma advertising is flashed on the screen continuously in sequence with the other sponsors.
- We receive a full page of advertising, along with several other sponsor recognition references in the festival program; approximately 25,000 copies are printed for the festival.
- The festival staff provide assistance in making arrangements for the post-festival free screening of a selected film at the Virginia Theater.
- Roger Ebert personally selects a film for us which is identified at the festival as being sponsored by the Champaign County Anti-Stigma Alliance.

- We use the festival to advertise and promote the Disability Expo which is held annually in October.
- We receive 10 VIP passes and 10 Regular Festival passes which are used for promotions and are also sold to recoup revenue. Usually we sell 4 VIP passes which generate \$3,000 in offset revenue.

Roger and Chaz Ebert are very invested in working with us and spend much time and energy in helping us come up with a powerful anti-stigma film and message. To have influential persons such as the Eberts make a commitment to our project is priceless and demonstrates the high value of this investment.

### **The Champaign County Anti Stigma Alliance**

The following agencies are included in the advertising and event planning processes as members of the Champaign County Anti-Stigma Alliance. These agencies contribute cash, in-kind, and staffing to support the event and associated activities.

- ACCESS Initiative
- Community Elements
- Crosspoint Human Services
- Developmental Services Center
- Family Service of Champaign County
- National Alliance for the Mentally Ill (NAMI)
- Prairie Center Health Systems
- The Pavilion
- Champaign County Mental Health Board
- Champaign County Developmental Disabilities Board

### **Ebertfest Costs and Revenue Offsets**

The cost for sponsoring Ebertfest is \$25,000. The cost of the Virginia Theater and associated post-festival activities is about \$5,000.

Other members of the Anti-Stigma Alliance contribute between \$300 and \$1,000 as their share of the sponsorship. In addition, for the 2011 festival we received \$15,000 from the ACCESS Initiative. Ticket sales (of our VIP tickets) raised \$2,250. This means for 2011 we had about \$20,000 in revenue to offset the CCMHB and CCDDDB obligations. Even without the offsets, \$30,000 is very reasonable in consideration of what we get, in particular the exposure.

### **Examples of the Anti- Stigma Message**

**Support community employment.** Employment opportunity is a proven strategy for breaking down the barriers of discrimination. Personal contact contradicts stereotypes, increases understanding, and fosters more opportunity.

**Practice putting People first.** You are not an illness, a disability, or a condition. You are a person first. The simple act of changing the way we describe ourselves and others, putting people first, can have an empowering effect. Instead of saying "I'm bipolar," say "I have bipolar disorder." We can speak of "*persons* with disabilities" or PWDs instead of referring to "the disabled" as a group. The "R-word" has a new slang meaning in addition to the derogatory use,

so we can stop saying it entirely by describing a *person* as “having an intellectual disability.” Although attitudes may not be controlled by language, they are to an extent guided by it, and word choice is a simple strategy we can all employ.

**Join a support network or advocacy group.** Knowing other people who have similar experiences which relate to a disability can be a powerful self-protective strategy, increasing self-esteem in the face of stigma. The CCDDDB and CCMHB support parent and self-advocacy groups such as the Down Syndrome Network, Community Choices, Speak Out, and the Champaign Urbana Autism Network.

**Get help at school.** If you or your child has a mental illness or disability that affects learning, find out what plans and programs might help. Discrimination against students because of a mental health condition or disability is against the law, and educators at primary, secondary and college levels are required to accommodate students as best they can. Talk to teachers, professors, or administrators about the best approach and available resources. If a teacher doesn't know about a student's disability, discrimination, barriers to learning, and poor grades can result.

**Speak out against stigma.** Express your opinions at events, in letters to the editor, or on the internet. It can help instill courage in others facing similar challenges and educate the public about mental illness or disability. Judgments from others almost always stem from a lack of understanding rather than information based on the facts. Learning to accept a condition and recognize what needs to be done to treat it, seeking support, and helping educate others can make a big difference.

**Encourage positive media messages.** The entertainment industry controls a powerful medium for education and change. Positive, accurate portrayals of individuals with disabilities and behavioral health conditions can eradicate negative attitudes and increase empathy.