



**Highland Community College Board of Trustees  
Retreat Agenda  
September 8, 2021 – 8:00 a.m.  
Robert J. Rimington Board Room (H-228)  
Highland Community College Student/Conference Center  
Freeport, Illinois**

Public access to the meeting is provided online via Zoom at  
<https://highland.zoom.us/j/85885211588?pwd=Q1JUWHdPaExodkU5RWd1L1ZWclFOUT09>  
or by phone at 312-626-6799 and Passcode 919900

**I. CALL TO ORDER/ROLL CALL**

**II. PUBLIC COMMENTS**

**III. OPENING REMARKS**

**IV. ADMINISTRATIVE UPDATES**

- A. Events Center Feasibility Study
- B. Foundation Naming Opportunities
- C. Interact Marketing Campaign
- D. Potential New Positions
- E. Telework Pilot Proposal
- F. Response to the Governor's Executive Order Regarding Vaccination Mandate
- G. Service Agreement with New Horizons Counseling Center

**V. MAIN MOTION (ACTION)**

- A. Service Agreement with New Horizons Counseling Center for Student Mental Health Services (Page 1)

**VI. BOARD UPDATES**

- A. Draft of President's Annual Performance Evaluation Form
- B. Letters of Support for Termination Date Extension Request for Village of Warren and Village of Stockton
- C. Board Retreat Dates

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**VII. CLOSED SESSION**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

**VIII. ACTION, IF NECESSARY**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- A. Open Discussion

**XI. ADJOURN**

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**AGENDA ITEM #V-A  
SEPTEMBER 8, 2021  
HIGHLAND COMMUNITY COLLEGE**

**SERVICE AGREEMENT WITH NEW HORIZONS COUNSELING CENTER FOR  
STUDENT MENTAL HEALTH SERVICES**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Board of Trustees approves the attached agreement between Highland Community College and New Horizons Counseling Center for the provision of student mental health assessments, crisis counseling, consultation, and training at a rate of \$100.00/hour for a minimum of 10 hours per week and a maximum of 15 hours per week while classes are in session during FY22 and FY23.

**BACKGROUND:** Highland Community College opened a campus counseling center in 2009 in response to an identified need for behavioral health services. During the Summer 2019 semester, Highland conducted a request for proposals process with the goal of selecting a provider for mental health services including crisis counseling and mental health assessment for Highland students. This agreement has been updated for FY22 and FY23. The hourly rate is the same as FY21.

The provider plays an important role in prevention education and mental health awareness activities. The counselor assigned to Highland also participates as a member of the Behavioral Intervention Team in conducting threat assessment.

The attached service provision agreement stipulates that a licensed clinical professional counselor (LCPC) will serve Highland's students 10 to 15 hours per week while classes are in session for the Fall and Spring semesters of FY22 and FY23. This agreement has been incorporated into the College's risk management plan. Release and informed consent forms, in addition to an HCC referral form, will allow the LCPC to execute services and communicate with appropriate Highland staff while remaining compliant with the FERPA and HIPPA. These services will continue to be funded through the Tort fund.

**BOARD ACTION:** \_\_\_\_\_



## HIGHLAND COMMUNITY COLLEGE

### SERVICE PROVISION AGREEMENT

#### Between New Horizons Counseling Center and Highland Community College

Highland Community College ("HCC") and New Horizons Counseling Center ("Center") enter into this Agreement for the Center to provide: (a) mental health assessment services, (b) crisis intervention, and (c) training on the HCC Campus. This Agreement shall be in effect beginning with the fall 2021 semester and remain in effect until the end of the spring 2023 semester.

#### HCC WILL:

- Pay one hundred dollars (\$100.00) per hour for ten (10) hours per week up to but not to exceed fifteen (15) hours per week for the services of a Licensed Clinical Professional Counselor ("LCPC"); however, in the event of a Catastrophic Situation (as defined below), the hours and reimbursement for the hours may exceed the fifteen (15) hours per week. In the event NHCC is not able to provide services that week, HCC will not be billed
- Provide a calendar of the college semester including days classes are in session and holidays;
- Provide the LCPC access to an HCC E-mail Account with electronic calendar, telephone with private voicemail, office space, computer, and a locked filing cabinet during the hours the LCPC is present on campus;
- Coordinate and schedule individual student meetings for the Center staff during work hours on HCC's Campus as needed;
- Provide access to a copier;
- Provide a written waiver form following FERPA Guidelines that allows HCC to receive risk, assessment, and progress reports from the Center; and
- Meet mid-contract with the Center's administrators to discuss the agreement and service provision for possible improvement revisions.

#### CENTER WILL:

- Provide a qualified, consistent LCPC who has knowledge of college student issues and stressors to be available to HCC Students, staff and faculty, and work to develop relationships within the College Community;
- Provide ten (10) hours per week up to but not to exceed fifteen (15) hours per week for the services of a Licensed Clinical Professional Counselor ("LCPC"); however, in the event of a Catastrophic Situation (as defined below), the hours and reimbursement for the hours may exceed the fifteen (15) hours per week. In the event NHCC is not able to provide services that week, HCC will not be billed;
- Provide a schedule of work hours during the time classes are scheduled;

- Provide (in the following priority order) individual mental health and crisis assessments for HCC Students; consult with members of the HCC faculty and staff for the purposes of discussing concerns about HCC's Students; participate in Behavioral Intervention Team meetings and provide threat assessment consultation to the group; plan, develop and deliver trainings and informational in-service sessions for faculty, staff and HCC Students as determined in collaboration with the HCC Behavioral Intervention Team Members and Administrators;
- Refer students for crisis intervention and referral services;
- Inform students of the options for obtaining mental health services in the local area and make available information about local service providers including the Center. Explain payment options as needed upon referral to improve access to services;
- Obtain a written Release, in accordance with HIPPA Guidelines, and the Illinois Mental Health and Confidentiality Act that allows the Center to communicate with HCC about a student's progress or referral;
- Prior to providing individual mental health and crisis assessments for HCC Students, obtain an Informed Consent;
  - NOTE: The Illinois Statues allow providers to:
    - Provide five (5) forty-five (45) minute outpatient counseling sessions to any minor student, aged 12 through 17, at the Center without parental or guardian consent at no cost to the minor student and/or the minor student's parents or guardian, and without disclosure to the minor student's parents or guardian pursuant to 405 ILCS 5/3-501, unless consented to by the minor student;
- Purchase and maintain the malpractice insurance coverage required to provide these services;
- Meet mid-contract with HCC administrators to discuss the agreement and service provision for possible improvement revisions;
- Act as an immediate responder to provide mental health services on campus in the event that HCC would experience a catastrophic situation affecting the campus community. Catastrophic Situation shall be defined as: Emergency or Disaster Response ("Catastrophic Situation"). In the event a Catastrophic Situation would occur, the Center's responder(s) may be a different staff member than the individual providing regular services to HCC. HCC will contact the director of NHCC by phone and request critical incident services. In such case it may be necessary for NHCC to exceed the maximum of fifteen (15) hours of mental health services per week, which HCC will agree to compensate NHCC.
- Consult with HCC administrators to assist in the development of an emergency response plan for the provision of mental health services should HCC experience a catastrophic event. Provide assistance in the coordination of such services with other providers should an event take place.
- Provide student with 1.5 hour initial assessment with the possibility of three more 1 hour sessions. After four sessions, the center will make arrangements for the student to continue care at NHCC, or another prover, and bill the students insurance or find the student other resources to assist with payment. If the center cannot find the appropriate resources, they will let HCC know and HCC will determine if student needs to continue being seen at the college's expense.
- Respond to email and phone messages from students at the [counseling@highland.edu](mailto:counseling@highland.edu) address and phone in a timely manner.

**OWNERSHIP OF MEDICAL RECORDS**

HCC and Center agree as follows:

- Adhere to all relevant standards of best practice of the counseling profession regarding release of information, mandated reporting, confidentiality, treatment planning, service delivery, and record keeping;
- NHCC will provide documentation to appropriate college officials if risk of harm to student or others warrants, appropriate release of information is signed, and in accordance with the state of Illinois Confidentiality Act and HIPPA regulations.
- NHCC will maintain the appropriate documentation, record keeping protocol, and confidentiality of student mental health records.

**INVOICING AND PAYMENT FOR SERVICES**

HCC will be invoiced monthly including hours worked, a general description of services provided, and a number of individuals served. Invoices will be sent to the following individual at the following address:

Highland Community College  
VP, Student Development  
2998 West Pearl City Road  
Freeport, IL 61032.

- Services shall be paid for by HCC to Center within thirty (30) days of invoicing.

**NOTICES**

Notices required herein shall be considered effective when delivered in person or when sent by United States Mail, postage prepaid, return receipt requested, and addressed to:

**HCC:**

Highland Community College  
Attention: Vice President of Student Development and Support Services  
2998 W. Pearl City Road  
Freeport, Illinois 61032

**CENTER:**

New Horizons Counseling Center  
Attention: Executive Director  
34 North Whistler Avenue  
Freeport, IL 61032

- This agreement can be changed or terminated entirely or in part by either party following a 30 day written notice. Written notice of termination or change of this agreement should be sent to the principal signatories.

**GOVERNING LAW**

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of the State of Illinois without regard to its choice of law rules. Stephenson County, Illinois, shall be the sole and exclusive venue for any proceeding as between the parties in connection with this Agreement.

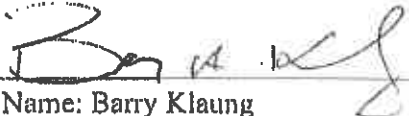
**INDEMNIFICATION**

HCC and Center agree to indemnify and hold harmless each other, and their respective employees and agents, against any and all liability, losses or damages or any expenses whatsoever as a result of claims, demands, damages, costs or judgments against HCC or Center that may arise in connection with the terms and conditions of this Agreement.

**HIGHLAND COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
Print Name: Chris Kuberski  
As: President  
Date: \_\_\_\_\_

**NEW HORIZONS COUNSELING CENTER**

BY:  \_\_\_\_\_  
Print Name: Barry Klaung  
As: Executive Director  
Date: 8/18/2021