

**AGENDA ITEM #X-D-1
MAY 21, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**CHANGE ORDER WITH INTERACT COMMUNICATIONS
FOR GENERAL MARKETING MEDIA BUY/DIGITAL ADVERTISING**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached change order between Highland Community College and Interact Communications for the additional allocation of \$33,024.00 toward the College's current year-round digital media advertising buy running through September 2024, including Interact's media management fee, collateral development using Highland imagery, and reporting services.

BACKGROUND: Highland Community College has worked with Interact Communications to grow the digital advertising presence of the institution closer to industry benchmarks. More continuous advertising since Fall 2022 has yielded excellent returns. From just pay-per-click advertising alone, the campaign in place has now yielded 535 qualified leads through phone calls and applications in the last two quarters, October-December and January-March. This proposed change order to the current contract will both add and expand upon platforms, extending and refining the audiences reached with specific ad sets for high school/dual credit prospects, parents of teens, and working adults from June through September. Notable additions include Snapchat, a Facebook/Instagram lead generation campaign, geofencing of area high schools in August and September, and budget increases to all other channels. Marketing and Community Relations has worked with Interact to amend this proposal within the current FY24 budget. Trustees originally approved a contract in the amount of \$79,999.30 on September 26, 2023. When combined with this change order, the total buy for this project will be \$113,023.30.

BOARD ACTION: _____

CHANGE ORDER

Project: Highland Community College Collateral and Media Buy, 286-13-01

Date: 3 May 2024

To: Jeniece Smith

Highland Community College
2998 W. PEARL CITY RD. FREEPORT, IL 61032

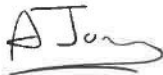
1.	Digital Media Advertising Increase current digital media buy with the following for four (4) months, June-September 2024: <ul style="list-style-type: none"> • add Snapchat at \$1500/mo • add Facebook/IG Leads campaign at \$1500/mo • Increase Facebook/IG by \$340/mo • Increase Display by \$600/mo • Increase PPC/SEM by \$500/mo <i>See budget sheet with increases in green</i> Media hard costs: \$17,760 15% media management fee: \$2,664	\$ 20,424.00
2.	Creative Services Write and design ad collateral to place in the above media buy expansion. Total of 28 pieces of creative, sized for specified publisher and following all publisher specifications as required: <ul style="list-style-type: none"> • (3) Snapchat static ads <ul style="list-style-type: none"> ◦ 1 to parents ◦ 1 to high schoolers ◦ 1 to general audience ◦ each ad in 1 size (1080x1920) ◦ 3 Total Ads • (3) Facebook/IG static ads <ul style="list-style-type: none"> ◦ 1 to adult career education ◦ 1 to high schoolers ◦ 1 to parents ◦ each ad in 2 sizes (1200x628, 1080x1080) with post copy ◦ 6 Total Ads 	\$ 12,600.00

- (3) Facebook/IG carousel ads
 - 1 to adult career education
 - 1 to high schoolers
 - 1 to parents
 - 3-5 cards each in 1 size (1080x1080) with post copy
 - **3 Total Ads**
- (2) sets of Display ads
 - 1 set to parents
 - 1 set to high schoolers to geofence high schools in Aug/Sept
 - each set in 8 sizes for standard and mobile devices (160x600, 250x250, 300x50, 300x250, 300x600, 468x60, 728x90)
 - **16 Total Ads**

Cost includes up to 2 rounds of revisions for writing and up to 2 rounds of revisions for design. College to provide photography assets or stock photography will be used (no additional cost for stock).

Original Contract Amount: \$79,999.30
 Change Order Amount: \$33,024.00
 Revised Contract Amount: \$113,023.30

We hereby agree to the above as additional project costs to be added to the original scope of work:



5/6/2024

Interact Communications

Date

☐ Approved ☐ Denied

 College Representative

 Date

**AGENDA ITEM #X-D-2
MAY 21, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

COURSE FEE CHANGE FOR SPRING 2025

RECOMMENDATION OF THE PRESIDENT: That the following course fee change be approved beginning with the Spring 2025 semester.

Course	Current Fee	Proposed Fee
AGOC 224 Artificial Insemination	\$105.00	\$0.00

The needed resources are being donated by Select Sires, so there is no need to have the fee.

BACKGROUND: The purpose of fees is to recover the cost of instructional supplies and technology or for providing services. Requested fee levels are to offset increased cost of course supplies or to reflect area service costs.

BOARD ACTION: _____

**AGENDA ITEM #X-D-3
MAY 21, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

AUDITOR FOR FISCAL YEAR 2024

RECOMMENDATION OF THE PRESIDENT: It is recommended that the firm of Wipfli be retained to perform the annual audit for Fiscal Year 2024 at a cost not to exceed \$67,500 for the main audit, \$2,500 for the Consolidated Year-end Financial Report (CYEFR), and \$5,500 for each additional major program. The audit will encompass all funds of Highland Community College including State and Federal grant programs.

BACKGROUND: The Board's Audit & Finance Committee met to review the attached letter submitted by Wipfli, which outlines professional auditing services to be provided and proposed fees. Auditing services require a high degree of professional skill and thus are one of the few services not subject to public bid law. Wipfli (formerly Lindgren, Callihan, Van Osdol & Co., Ltd.) has provided audit services to Highland Community College since fiscal year 1982. Audit partner rotation is utilized in order to promote a quality process. Wipfli's fee is comparable to that paid by other Illinois community colleges for similar services. The College has been pleased with the level of services provided by this firm.

BOARD ACTION: _____

April 1, 2024

President and Board of Trustees
Highland Community College
2998 W Pearl City Rd.
Freeport, IL 61032

Dear President and Board of Trustees:

We are pleased to serve as the independent auditors for Highland Community College ("Client") for the year ended June 30, 2024. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$67,500 for the audit, \$5,500 for each additional major program, and \$2,500 for the CYFER. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the business-type activities and aggregate discretely presented component units of Client.

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of Net Pension Liability and Contributions
3. Schedule of Net OPEB Liability and Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Illinois Community College Board Uniform Financial Statements and Certification Chargeback Reimbursement
3. Consolidated Year End Financial Report

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on the other information. In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other Financial information – Combining Statements, Individual Fund Statements, and Supporting Schedules

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion or disclaimer of opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Component Auditors

We will make reference to Sikich LLP's audit of Highland Community College Foundation in our report on your financial statements.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the board of trustees. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.

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- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with your personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Matt Schueler will be your audit engagement partner and Sara McKenna will be your senior manager.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will prepare Client's schedule of leases/SBITAs and lease/SBITA-related disclosures for the year ended June 30, 2024, from information provided by management. Our fee for this additional service will be a combination of a fee calculated based on the number of leases/SBITA plus time and materials, based on the effort necessary to update any lease information and generate lease/SBITA schedules and related disclosures.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

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 April 1, 2024

Annual Information Filings

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: HIGHLAND COMMUNITY COLLEGE

By: _____

 (Print Name and Title)

Date: _____

cah
 Enc.

Wipfli LLP

Professional Services Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

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Professional Services Terms and Conditions – Attest Engagements

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

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agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

**AGENDA ITEM #X-D-4
MAY 21, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING WITH
TRANSFORMATIVE COMMUNITY HEALTH
FOR CAMPUS BASED MENTAL HEALTH SERVICES**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approves the one-year Memorandum of Understanding (MOU) between Highland Community College and Transformative Community Health at a cost of \$141,347 for the provision of student mental health counseling, consultation, training, awareness campaign, data collection and analysis, and development of a peer mentor program.

BACKGROUND: Highland Community College issued a Request for Proposals (RFP) for mental health related services on January 31, 2024. The RFP outlined a number of services to be provided by a partnering organization that would help Highland achieve components of the Mental Health Early Action on Campus Act (MHEAC) including on-campus therapy services, consultation with the Behavioral Intervention Team (BIT), staff training, a peer support program, mental health awareness campaign, and evaluation of the programs. Three organizations attended the vendor meeting, and two returned proposals.

Transformative Community Health (TCH) will be providing a licensed mental health professional and two interns to provide counseling services, administration, consultation and training. An additional TCH staff member will oversee the development, implementation, and supervision of the peer support program. TCH will be responsible for maintaining appropriate records, providing records management software and insurance to cover their staff and services.

Transformative Community Health currently provides counseling services on two other Illinois community college campuses.

The funds requested by Highland Community College to implement the Mental Health Early Action on Campus Act were partially funded in FY24, and the services under this agreement will be paid primarily with the use of the allocated funds as approved by Illinois Community College Board (ICCB).

BOARD ACTION: _____

Memorandum of Agreement

Highland Community College and Transformative Community Health

This MOU is entered into effect as of the ____st day of _____ between Transformative Community Health (TCH) - (DBA Transformative Growth Counseling) and Highland Community College (HCC).

WHEREAS TCH is engaged in the practice of providing psychology/therapy/counseling, social work, program development, training, communications, reporting, and mental health awareness campaigns. WHEREAS, HCC allows the TCH to use the HCC offices provided on the terms and conditions hereinafter set forth, and the TCH agrees to provide such services; NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, TCH, and HCC covenant and agree as follows.

SERVICES:

TCH shall provide psychological and social work services to students actively enrolled at HCC. TCH reserves the right to determine whether a client is out of scope based on severity, need or lack of trained staff for the presented issue; as such we will refer clients to outside therapists or agencies that are more appropriate. In cases where TCH is not able to help an HCC student, the HCC student will be referred to area service providers that can help them. TCH will manage day-to-day operations of counseling services, administration, training of interns, and assumes professional liability for counseling and social work services offered onsite. A licensed therapist who will also serve as the site manager, will be employed full time to oversee all other clinical staff or interns; they will be in the office, in person four days a week and one day virtual, at a time that HCC and TCH has determined is best suited for student needs. This may change seasonally.

The staffed clinician will be on-site, at HCC, 4 days a week on the aforementioned days. One other day per week, the assigned TCH clinician will be available for all of the listed duties as stated in this document but will be working from home and available virtually. In weeks when the clinician is not on site (eg vacation, illness), an intern or different TCH clinician will be available virtually for all clinical services. The assigned HCC interns will provide clinical services onsite and virtually and are supervised by the TCH clinician. Hours and days cannot be set ahead of time, as their school schedule will dictate times that they are not available, on a rolling semester to semester basis.

TCH will collaborate with HCC before changing clinical hours or scheduled personal time off for said clinicians. TCH will notify HCC staff immediately upon learning of any unplanned absence by the site manager or sole clinician that day.

TCH also is involved in the following programming to assist HCC in initializing and maintaining compliance with Higher Education (110 ILCS 58/) Mental Health Early Action on Campus Act. TCH currently provides support for the following programs:

Section 25-Awareness

TCH will prepare monthly mental health awareness campaigns for distribution to students. This will include a digital flier with links to more detailed information and resources tailored to the topic. Resources listed on these flyers will include local and national resources, quick facts regarding the topic of the month, and suicide hotlines. HCC shall appoint a contact that will distribute the information electronically.

Mental Health Screener- TCH will provide information to be included on their website regarding counseling services and how to properly schedule an appointment. HCC will be responsible for integrating both the MH screening tool (from Mindwise) and counseling information into their website.

Section 30-Training

TCH, will provide yearly mental health training for staff as required by the ACT. HCC shall determine a date for training and ensure that all required personnel are informed.

TCH will be an active participant of the Behavioral Intervention Team (BIT). The clinician will participate in BIT meetings and provide guidance from a mental health lens. The clinician will support the training of any new clinicians to the team. If needed (such as a need for more BIT team members), TCH can assist in identifying outside members of the community whose participation could benefit the team.

Section 35-Peer Support

Peer-to peer support and training of peers will be managed day to day by TCH's Peer Coordinator. The Peer Coordinator is certified in MHFA, has taken the peer course they will be teaching, and leads other peers on other campuses under this same structure, training and supervision. TCH's Peer Coordinator will provide all training, peer programming, urgent peer issues that may unexpectedly arise, and weekly, mandatory supervision, using evidence-based practices for peer-to-peer mentoring. TCH will work with HCC to ensure that programming will meet the requirements stated in the Mental Health Early Action Act. Once the peer program is fully customized to the voiced needs of students, the complete training program, group support structures and peer intervention worksheets, will be HCC's to keep and utilize with or without TCH; thus not incurring any future peer program costs.

Section 40-Local Partnerships

TCH clinicians, staff and co-collaborators, will network and create referral relationships with other mental health clinics, private practices, and hospitals in the community to ensure referrals are possible if needed. Additionally, community resources will be established through local partnerships to sure that students have access to food banks, housing support, veterans support, LGBTQIA support, BIPOC support, sexual assault/domestic abuse, and support for the disability community.

Section 50-Evaluation

TCH will provide a semi-annual report regarding the services provided. The first report will be delivered on November 1, 2024, and the second one on March 1, 2025. This will include, number of students served, number of sessions, range of diagnosis across population served, and any additional demographic points that HCC has interest in. The annual report will also evaluate how counseling services have impacted HCC student retention data. Along with HCC provided data, TCH will take the primary role and responsibility of any additional data collection and completion of the report.

TCH will also collect data regarding other services provided such as training and peer-to-peer programming. The data collected on these services will focus on impact on the student body, efficacy of programming, participation satisfaction, and any other targets that HCC would like to capture.

To support data-driven decision-making, TCH will assist in the gathering and analysis of relevant data pertaining to student outcomes and program effectiveness. Visualization tools will be used to present findings to stakeholders, facilitating informed decision-making and strategy formulation.

LIABILITY:

TCH shall comply with federal and state laws governing the practice of professional services and shall also comply with HCC's working rules and regulations and nondiscrimination policy. TCH counselors will use their professional training and judgment in the treatment of HCC students assigned to him/her, under the local laws and ethics decided by the state of IL practice board. TCH shall maintain the insurance as required in Appendix A.

FINANCIAL POLICY:

TCH will provide counseling services during the business hours selected, to HCC students, under the direction/load of HCC's desires. This may change semester to semester, depending on students' needs. Initially, this is set to be M-Thurs, 9am to 4:30pm in person, and Friday, 9am-4:30pm, virtually. TCH and HCC will re-evaluate the offered schedule for counseling each semester to make any necessary changes before the start of the next semester, updating all marketing, all HCC communication channels, and website information.

All students enrolled currently at HCC, will be given:

- 1.) Access to peers, without limit or charge. Peers only "refer" or "refuse" if a student clearly needs clinical intervention and is out of scope for a peer's support alone.
- 2.) All students are given complementary "HCC paid for" 10 sessions per semester. Once those have been reached, if the HCC student wishes to continue therapy, they will be given a list of local resources in which they could explore. If they wish to continue with the TCH therapist they are currently working with, they will be asked for insurance and payment information. If they have insurance coverage benefits will be accessed to cover the cost of individual sessions if seeing the

licensed clinician. HCC students with insurance who cannot afford their deductible or copay, or whose insurance does not cover services or is out of network, may apply for sliding scale services. Those services and who qualifies for them, are publicly published to the Tranformativegrowth.org website and are reviewed yearly by our Board of Directors.

b. Recognizing the potential for variability in service demand, particularly in the first year, TCH will closely monitor the caseload and the availability of weekly session slots. For instance, if a clinician has completed 10 weeks of sessions with the initial group of students and there remains substantial availability—without a waitlist or overcrowding—TCH will coordinate with HCC to possibly extend the duration or number of sessions for that group. This ensures that therapy services are responsive and adequately scaled to student needs.

- 3.) HCC students should utilize peer mentors for free, low stakes "emotional care" stop ins. These "stop ins" are for HCC students who are **not** reporting a crisis, that they **are not** suicidal or violent, but experiencing a new, sudden, or unexpected stressor such as anxiety about testing; bad financial news; reaction to grades or classroom events; school-life balance, crying or inability to self soothe.

The peer mentor will help the HCC students regain emotional control by learning and utilizing new coping skills, so they can return to their day. If continued care or hospitalization is needed, the peer will walk the student down to the on-site TCH provided counselor, who will assist the HCC student from there.

- Clinical Group therapy and group peer support is *always* offered free of charge, regardless of income, insurance, or past no-shows. This allows people who've abused the no-show policy to still access group therapy services.
- HCC students who require immediate hospitalization for suicidality, homicidality, or life-threatening substance detox, will be asked to fill out a release of information to HCC so that TCH staff may alert appropriate officials at the school, of the HCC students being sent to the hospital from campus and continuity of care can be ensured. In the event a release is not signed, TCH will release information to HCC as allowed under state and federal law.
- No Show/ late cancellation penalty: Students must give counselors or interns 24-hour notice to change their appointment. If they communicate to the counselors/interns with less than 24-hour notice about canceling or changing the date/time of appointment, and it is due to an emergency then it is at the discretion of the therapist to waive any penalty. However, if the client fails to communicate a cancellation or needs to change the date/time of the appointment with less than 24 hours' notice and it is not due to an emergency, the clinician has a right decline future service after 4 no-shows or late cancels. If the no show/ late cancellation due to a non-emergency happens after the client has already used their 4 "no-penalty" pass for no-showing, the student can always access peer support and clinical group therapy free of charge.

RECORDS:

TCH is responsible for maintaining appropriate clinical records relating to all services rendered in the electronic software provided by TCH. Such records of counselors & interns shall be the sole property of TCH and the person receiving services. However, TCH shall make copies of applicable

records available to the HCC, with a release of information by the HCC students, to ensure continuity of care or to verify financial information. TCH will retain such records as required by law, HIPPA and by the APA ethics code.

MARKETING AND COMMUNICATIONS:

TCH will initiate and support campus engagement programs aimed at promoting equality and access for all students including minority groups and underserved communities. These programs may include online marketing, video seminars, and participation in campus events that foster inclusive participation and provide information on leveraging mental health resources.

TCH will provide HCC with marketing on the HCC website, and printed marketing material, as approved by the Director of Marketing or assigned point person, at HCC. TCH is responsible for ensuring updated information on all marketing materials and TCH will maintain an active phone line for HCC students to call to make appointments.

FACILITIES:

HCC will provide TCH with enough furnished rooms and sound machines, for counseling and peer-related purposes, internet connection, access to printer, and in-office phone line. The number of rooms will vary based on the time of year, number of people on site, and scope.

In the first year, we anticipate requiring only one office dedicated to the full-time staff member. However, we embrace a flexible approach to our workspace management to maximize efficiency and collaboration. In instances where a clinician is not actively seeing a client, they are encouraged to allow peers to use their designated space. This not only ensures optimal use of our facilities but also fosters a collaborative environment. Additionally, if the need arises due to space constraints, peers could be permitted to use nearby available spaces such as empty-for-now staff offices, study rooms, or other suitable areas. This policy ensures that all team members have access to the spaces they need to conduct their work effectively, regardless of fluctuating demand or specific scheduling circumstances.

HCC will provide TCH with a key to said dedicated office space, or point person for office key pick up by the clinician or intern, on site. HCC agrees general staff of HCC will not unlock any locking drawers for clinical or student files, provided to TCH. Peers may use this space, but not unlock any designated medical file drawers. This is due to the possibility of private health information (medical records) being exposed, and possibly violating FERPA and HIPAA.

EXPENSES:

TCH staff & HCC staff shall provide and pay for their own professional fees (e.g. licensure, association fees, etc), dues, continuing education, as well as access and maintenance of their own cell phone and

own personal computer. TCH will pay any costs associated with paying hired clinicians, clinical practice licensure and expenses, administrative work, software, website, additional office space outside HCC, and all other expenses outside of approved marketing materials and office rooms listed above that HCC has agreed to provide.

CLINICAL EXPECTATIONS FOR SERVICES PERFORMED THROUGH TCH'S PRACTICE:

HCC will not use, disseminate, disclose, copy, or obtain a copy of any HCC students or client files or financial records or employment records without the knowledge and signed approval from the person receiving services.

TERMINATION:

Either parties HCC or TCH may terminate this Agreement at any time after giving 60 days prior written notice unless such termination is for the cause. Grounds for termination for cause include suspension, restriction, or loss by TCH of his or her license to operate a counseling practice, conduct social work, therapy, and/or counseling in the State of Illinois. No notice is required if this Agreement is terminated for cause. TCH agrees to immediately notify HCC in the event TCH's licensure to practice psychology, therapy, or counseling is canceled, suspended, or otherwise impaired or investigated by any licensing Board. Both parties freely enter into this Covenant and expressly agree that the prohibited conduct set out herein is reasonable.

EXPENSES AND FEES:

Each party shall pay all consultant, attorney or accountant's fees and expenses incurred by such party with respect to this Agreement. Each party acknowledges his or her right to separate legal counsel. Law governing: this Agreement shall be governed by the laws of the State of Illinois.

NOTICE OF NON-DISCRIMINATION:

The College (HCC) will admit students to the college and its various programs and will apply policies regarding students without regard to race, age, religion, sex, ethnic origin, handicap status, or studentship in any professional group.

ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties. No subsequent amendment to this Agreement shall be binding on either party unless reduced to writing and signed by both parties hereto.

SEVERABILITY:

In the event, any section of this Agreement shall be adjudged invalid, unethical, or unconstitutional, such adjudication shall in not affect the other sections, which shall remain in full force and effect as if the section so declared or adjudged invalid were not originally part hereof.

Assignment: the provisions of this Agreement shall be assignable only by TCH.

RELATIONSHIP OF PARTIES: The parties intend that an independent contractor relationship will be created by this agreement. There is no intent to create an employment relationship by anything written herein.

INDEMNIFICATION:

TCH shall indemnify and hold harmless HCC, its officers, agent, and employees, from any and all claims, demands, suits, judgments, or costs, including the cost of defense, arising in any manner from any act or omission of TCH, its officers, agents, or employees while engaged in any activity related to this agreement. HCC shall indemnify and hold harmless TCH, its officers, agents, and employees, from any and all claims, demands, suits, judgments, or costs, including the cost of defense, arising in any manner from any act or omission of HCC, its officers, agents, or employees while engaged in any activity related to this agreement.

Budget		
Clinical		
Lic Clinical Site Manager	Incls of taxes, UI, Wages, Benefits, Etc	\$67,000.00
Weekly supervision for 2 interns	Required by law	\$6,448.00
Admin Hours	5 hours weekly 52 per year	\$6,500.00
EHR Software	Hippra, Required by law	\$5,460.00
Paging Systems/ Crisis line	189 per year	\$189.00
Office Supplies	Décor, Clinical tools, paper, Etc	\$1,000.00
Peer to Peer		
Students as peer mentors	Federal work study; recommended 3-5 peers	\$ -
Peer to peer: Research, Development, customization, and implementation	one time fee	\$16,500.00
Peer Coordinator	Jennifer Brens	\$13,500.00
Program & Evaluation Costs		
Peer recruitment		\$9,000.00
Program Evaluations		\$2,400.00

Bilingual Training Services, Translation & Creation of Educational Material		\$3,600.00
MHFA Training	Jennifer Brens	\$750.00
Data Analysis, Monitoring, Reporting		\$9,000.00
Total		\$141,347.00

SIGNATURES

HCC Staff/Title: President

Printed Name: _____

HCC Staff Signature:

TCH Staff / Title: CEO

Printed Name: ____ Jessica Swenson _____

Signature: _____

Date: _____

APPENDIX A

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate. The limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance** as required by law, with Statutory Limits, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with a limit no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- 5. Excess or Umbrella liability** insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000) project or per location aggregate. These limits apply in excess of each of the mentioned policies and follow the form of underlying policies.
- 6. Employee dishonesty** insurance including theft of client property with a limit no less than \$500,000.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits

maintained by the Consultant. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations, General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The Entity shall be covered as an Alternate Employer on the Workers Compensation policy *Primary Coverage* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation: Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation **endorsement from the insurer.**

Self-Insured Retentions: Self-insured retention must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity, ***Acceptability of Insurers:*** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work.*

Verification of Coverage Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. ***Subcontractors*** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances Entity reserves the right to modify these requirements, including limits, based on the nature of the **risk**, prior experience, insurer, coverage, or other special **circumstances**.