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**BROWARD
COLLEGE**

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item IX-B-1 - Henderson Mental Health Center Agreement

(FOR FIRST READ)

Brief Description: This agreement will allow BC students to receive mental health counseling through a leading Broward County provider of such services.

Benefit to Broward College: Student achievement and retention is addressed by supporting the overall wellness and mental health needs of our students.

Relationship to College Master Plan: This agreement supports Goal #1 of the Educational Master Plan by promoting student success.

Board Agenda Approved: _____
Date: _____

Agenda Item IX - B
Enclosure 1

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: President

Date: June 3, 2009

From: Angelia Millender, Vice President for Student Affairs and Enrollment Management

Subj: Agreement with Henderson Mental Health Center (HMHC) to Provide Mental Health Assessment and Counseling to Broward College Students

Issue: Broward College students are in acute need of professional psychological services for mental health crisis interventions, telephone crisis interventions, and short term counseling. Henderson Mental Health Center is a private, non-profit mental health agency that has provided these services for Broward residents for over 50 years. HMHC provides services for over 20,000 clients annually and is ideally suited and staffed to contract with BC for these services.

Background/Analysis: BC is not in a position to fully staff or support the crisis and mental health intervention needs of our growing student body. This agreement with HMHC will provide BC students with assessment and counseling to address the myriad of adverse life events, trauma, death, and other challenges facing our students. Such counseling support will enhance student academic success and retention, thereby helping students Finish What they Start.

Fiscal Impact: \$162,805.50 for 2009-2010 out of Activity and Service Fees.



Initiating Official



Vice President/Provost

Staff Position: Recommend Approval

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|--|--|
| <input type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> Providing high quality services |
| <input checked="" type="checkbox"/> Providing for affordability to a diverse community of learners | <input checked="" type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input checked="" type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> Commitment to lifelong learning |
| <input checked="" type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Minority Firm: Yes ___ No ___ N/A Broward Firm: Yes No ___ N/A ___

Mental Health Crisis at Colleges and Universities

In the wake of the Virginia Tech tragedy, it is important that colleges and universities take proactive steps to address the mental health needs of their student population. As recently as December 2008, in what became a national news story, a Broward College student with a history of psychological problems tragically committed suicide. These examples highlight a national concern for the mental health of college students, which Broward College is poised to affirmatively address.

Broward College students are as diverse as our community with all the corresponding incidences of mental health issues, but the college-years, in particular, pose unique challenges and opportunities for students, faculty, and staff within our community. In their book, *College of the Overwhelmed: The Campus Mental Health Crisis and What to Do About It*, the authors chronicle such commonplace stress factors unique to (or more acutely felt by) college students, such as, identity development, relationships, sexuality, academic pressures, extracurricular demands, parental expectations, eating disorders, sleep disturbances, and racial and social expectations. For many college students attending Broward College, this is their first "adult" experience, and some need additional guidance.

The trend is clear: In a recent National College Health Assessment performed by the American College Health Association, 44% of the nearly 95,000 college students surveyed said they sometimes "felt so depressed it was difficult to function." Further, this survey revealed that over 9% of respondents seriously considered suicide in the proceeding year. And in a recent survey of college and university counseling center directors, 91% reported observing the "recent trend toward greater number of students with severe psychological problems." Additionally, 87% said that they noticed a growing number of students arriving on campus already on medication, with 23% of their clients at the college counseling center on psychiatric medication, up from 17% in 2000, and 9% in 1994.

Broad evidence of this trend is supported by numerous case studies at colleges and universities across the county, media reports, and perhaps most importantly by the experiences of our student affairs staff and faculty who frequently report that many of the academic challenges facing individual students can be more effectively addressed with mental health intervention, than with academic advisement alone.

In a recent brief prepared by the National Academic Advising Association (NACADA), they sum up the case well by arguing that mental health is clearly linked to retention and academic performance. They advise that academic advisors are "in positions to notice that a student may be experiencing stress, or something more challenging. Advisors should not attempt to provide therapy to students but should use their excellent communication and observation skills to refer to those who can assist students." It is with this in mind that Broward College should turn to the services of licensed psychologists to find ways to address the mental health needs of our students, in a manner that promotes retention, learning, safety, and emotional well-being.

AGENDA ITEM IX-B

JUN 23 2009

ENCLOSURE 1

AGREEMENT
by and between
BROWARD COLLEGE
and
HENDERSON MENTAL HEALTH CENTER, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2009 by and between Broward College (hereinafter referred to as "BC") and Henderson Mental Health Center, Inc., (hereinafter referred to as "HMHC, Inc.").

WHEREAS, on or about _____ the parties will enter into an agreement for student assistant program (SAP) services;

In consideration of the terms and conditions contained herein, BC and HMHC, Inc. covenant and agree as follows:

ARTICLE I
SCOPE OF SERVICES

Henderson Mental Health Center, Inc. agrees to:

Employ two designated, credentialed master's level, licensed clinical social workers (LCSW), licensed mental health counselors (LMHC), and/or licensed marriage and family therapists (LMFT) to provide counseling services to College students. Services to College students will be provided at the HMHC Crisis Services Program located at 4720 North State Road 7, Lauderdale Lakes, Florida 33319. In unique situations, clinicians may see students at other locations as circumstances warrant. Services provided to students include, telephone triage, telephone and in-person mental health crisis interventions, short-term counseling, and psychoeducation. Except in cases of acute crises, HMHC will verify in advance of treatment, with student consent, the enrollment status of students seeking counseling services.

Offer College students 3-6 counseling sessions per episode, free of charge. If presenting problem cannot be resolved within 6 sessions, additional mental health services are available on a sliding-fee scale, to be paid by the student, based on the Federal Poverty Guidelines published annually in the Federal Register by the US Department of Health and Human Services.

Refer students as necessary to other community resources, and facilitate voluntary hospitalization when necessary. HMHC, Inc. will facilitate involuntary examination, as permitted by law, after less restrictive measures prove to be inappropriate.

Maintain and supply the College with quarterly statistical data regarding usage of service, maintaining the confidentiality of student/patient records at all times.

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ENCLOSURE 1

Provide College staff up to four (4) educational workshops per semester either for students or faculty/staff training, by mutual agreement with the College.

Assist the College in production of promotional materials and activities that encourage the use of mental health counseling services by College students.

Consult with the College and participate in training programs for College faculty and staff regarding the program in general and appropriate referral of students.

Participate as an active member in campus and collegewide threat assessment teams to review, along with other College staff, issues and incidences that may be a threat to the College community and to offer recommendations for mitigation of threats.

Provide the College with immediate support for critical incidences, which may include, but is not limited to: Prompt telephonic consultation for management of critical incidents, on-site educational and support services as requested by the College, follow-up services to affected students, after-action consultation with College leadership on response and suggested areas for future improvement.

Provide College students who seek the assistance of HMHC services with the full protection of privacy, professionalism and confidentiality afforded to any person seeking assistance from a licensed clinician.

The College will not share any educational records with HMHC without the prior consent of the student.

ARTICLE II
TERM

This Agreement is to commence on or about _____ and shall remain in effect through _____, unless terminated as provided herein.

ARTICLE III
CONSIDERATION

The College will compensate HMHC, Inc. \$162,805.50 per year which shall be paid at the end of each month by the College in the amount of \$13,567.12.

HMHC, Inc. shall submit a monthly invoice to the College. The College shall have the right to provide written objections to such invoice within fifteen (15) days of the College's receipt of such invoice. If no objection is made within such fifteen (15) day period, payment shall be made to HMHC, Inc. within thirty (30) days of the College's receipt of such invoice.

ARTICLE IV

AGENDA ITEM ixb

JUN 23 2009

ENCLOSURE _____

TERMINATION

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated herein.

Termination Without Cause. Either party shall have the right to terminate this Agreement without cause by providing the other party with sixty (60) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

ARTICLE V
INSURANCE

HMHC, Inc. shall provide worker's compensation coverage pursuant to the Florida statute.

HMHC, Inc. shall maintain a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$2,000,000 in the annual aggregate. HMHC, Inc. further warrants that he will keep such professional liability insurance in full force and effect to respond to any claims arising out of the services provided under this Agreement whether they are brought during the term of this Agreement or any applicable statute of limitation periods. HMHC, Inc. shall provide the College with a certificate of insurance (with the College named as additional insured) evidencing such coverage upon execution of this Agreement and upon the College's request. HMHC, Inc. shall give the College written notice within ten (10) days of any cancellation, non-renewal of such insurance, or of any changes or modifications to such insurance.

ARTICLE VI
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

ARTICLE VII
INDEMNIFICATION/LIABILITY

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ENCLOSURE 1

Henderson Mental Health Center, Inc. is a vendor of Broward College, and this Agreement does not form a partnership, joint venture agency, or otherwise allow either entity to speak for or on behalf of the other, nor to bind the other in any way.

Henderson Mental Health Center, Inc. personnel are not employees, staff or faculty of Broward College, and shall conduct themselves accordingly while on Broward College campus.

Each party shall be responsible for its own employees and its own acts or omissions. Nothing in this Agreement shall be deemed or construed to limit or waive any party's entitlement to the protections and immunities of sovereign immunity under Florida Statutes §768.28, et. seq.

ARTICLE VIII
AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Notices shall be addressed as follows:

To Broward College:

Broward College
Vice President for Student Affairs and Enrollment Management
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

To HMHC, Inc.:

Henderson Mental Health Center, Inc.
Chief Operating Officer
4740 North State Road 7
Fort Lauderdale, FL 33319

AGREEMENT BY AND BETWEEN BROWARD COLLEGE AND HENDERSON MENTAL HEALTH CENTER, INC.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

HENDERSON MENTAL HEALTH CENTERS, INC.

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JUN 23 2009
ENCLOSURE 1

Steven Ronik, Ed.D. / C.E.O.

Date _____

BROWARD COLLEGE

J. David Armstrong, President

Date _____

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ENCLOSURE 1