

**CONTRACT BETWEEN SCHOOL DISTRICT 304
AND SUICIDE PREVENTION SERVICES OF AMERICA
School Year: 2026 – 2027**

THIS AGREEMENT is entered into as of the 14th day of July, 2026, by and between the Board of Education of Geneva Community Consolidated School District 304, Kane County, Illinois, and Suicide Prevention Services of America, Inc., an Illinois corporation (“Consultant”).

1. Services

Consultant agrees to provide District 304 professional mental health counselors to provide individual and/or group counseling sessions for students after students have been identified by District 304 personnel as needing mental health, emotional, or behavioral support. Counseling services under this Agreement are provided to students only.

The primary purpose of this contract is to purchase services from the Consultant for the purpose of providing counseling, suicide risk assessments, and crisis intervention and stabilization services for students who have been identified by District 304 as needing such support, including students experiencing suicidal ideation or other crisis situations.

Consultant agrees to provide suicide risk assessments and appropriate crisis intervention and stabilization services or recommendations/referrals for students presenting with suicidal ideation or behavior or suicide related grief. Students identified as requiring immediate support will receive timely assessment and appropriate intervention in accordance with applicable professional standards of care. Consultant will also provide follow-up support, as clinically appropriate, to support stabilization and connection to ongoing care.

Consultant further agrees to provide individual and/or group counseling services for students experiencing a range of concerns impacting their well-being, functioning, or school participation, including but not limited to anxiety, grief, depression, social or behavioral challenges, and trauma-related concerns.

Counseling services provided under this Agreement will be available at no cost to students or District 304 for up to six (6) sessions per student. If additional services are clinically indicated beyond six (6) sessions, continued counseling may be provided through Consultant’s standard service options, including use of insurance, a sliding fee scale, or participation in Consultant’s community-funded counseling scholarship program for those demonstrating financial need.

The dates, times, and locations of the counseling services, and whether the counseling sessions will be individual or group sessions shall be worked out by both the Consultant and District 304.

The Consultant also agrees to provide student, parent, or staff mental health and suicide prevention presentations and trainings, as requested by District 304.

2. District Responsibilities

The District acknowledges that fulfillment of the following responsibilities is necessary for Consultant to effectively deliver services under this Agreement.

District agrees to:

- a) Provide appropriate, private, and confidential space for counseling services to be conducted on school premises;
- b) Ensure timely and appropriate communication with Consultant regarding student referrals, including relevant background information necessary to support service delivery;
- c) Maintain responsibility for the supervision and safety of students at all times outside of scheduled counseling sessions with Consultant while students are under the District's supervision during the school day, including transition periods before and after counseling sessions.

3. Compensation

District 304 shall not be responsible for payment for services provided under this Agreement. Consultant agrees to provide all services described in Section 1 at no cost to District 304.

Consultant shall provide District 304 with a monthly detailed report of services provided under this Agreement. The report shall include the name of each student served, the date of service, and the location (school) where services were provided.

For presentations and trainings, Consultant shall provide a summary including the date, school, audience (e.g., grade level, students, staff, or parents/guardians), and the number of presentations or hours provided.

All reporting shall be provided in accordance with applicable federal and state laws governing confidentiality and student records.

4. Term

This agreement shall commence the day and year first above written and shall terminate on June 30, 2027. The parties may mutually agree to renew this Agreement for a subsequent school year. District 304 reserves the right to terminate this Agreement for any breach of its express terms. Either party shall have the right to terminate this Agreement for any reason by giving oral or written notice of such termination to the other party. Upon termination, Suicide Prevention Services is entitled to any payment for services actually rendered, calculated on a pro-rata basis.

5. Consultant (Suicide Prevention Services)

Consultant hereby agrees to:

- a) Abide by and follow all District 304 policies, State Board of Education regulations, and the laws of the United States and the State of Illinois, including but not limited to all laws protecting student records and student confidentiality;
- b) Deliver all services under this Agreement with all applicable professional standards of care;
- c) Indemnify District 304 from all claims for damages or loss brought by any third party, including claims for attorneys' fees, alleging personal injury or property damage caused by Consultant's delivery or failure to deliver services under this Agreement;
- d) Maintain professional liability insurance in an amount and with an insurance company acceptable to District 304, name District 304 as an additional insured under the policy, require the policy to cover Consultant's indemnification obligations under this Agreement, and provide District 304 a certificate of insurance evidencing the required coverage.

6. Entire Agreement

This Agreement and exhibits hereto is the entire Agreement between the parties, and there are no oral or written understandings between the parties outside of the terms of this Agreement. The Agreement may only be modified by subsequent written agreement of the parties.

7. Independent Contractor

District 304 hires a Consultant under this Agreement as an independent contractor. All counselors providing services under this Agreement will be employees or independent contractors of Consultant, not District 304.

8. Criminal Background/DCFS

All individuals providing services under this Agreement on behalf of the Consultant shall submit to a criminal background check in accordance with Section 10-21.9 of The School Code and a Department of Children and Family Services check. The Consultant shall provide verification of such clearances to District 304. The Consultant shall replace a counselor at the request of District 304.

9. Records and Confidentiality

- a) **Ownership of Clinical Records:** Consultant shall maintain and retain ownership of all primary clinical mental health records, including interview protocols/screenings, assessment data, and therapeutic notes. These records are governed by the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/) and remain the property of the Consultant.
- b) **Emergency Safety Disclosures:** In the event of a suicide risk assessment or mental health crisis, Consultant shall immediately disclose essential safety recommendations and risk determinations to District personnel. Such disclosures are made pursuant to the emergency exceptions in 740 ILCS 110/11 and FERPA (34 CFR § 99.36). The District may document these safety recommendations within the student's School Student Record for purposes of supervision and safety planning.
- c) **Routine Data Sharing & FERPA:** For the purpose of providing non-emergency counseling and reporting, the Consultant is designated as a "School Official" with a legitimate educational interest under FERPA. Any exchange of clinical information beyond emergency safety recommendations requires a written Release of Information (ROI) executed in accordance with Illinois law, including the consent of students age 12 or older where applicable.
- d) **Administrative Reporting:** Monthly reports provided to the District under Section 3 (including student names, dates of service, and school locations) shall be considered School Student Records and handled in compliance with the Illinois School Student Records Act (ISSRA) and FERPA.

10. Safety & Statutory Compliance

- a) **Statutory Immunity:** The parties acknowledge that the Consultant and its personnel act as "qualified examiners" or "mental health professionals" under Illinois law. Both the Consultant and the District shall be entitled to the civil and professional liability protections afforded by 405 ILCS 5/6-103.3 for disclosures made in good faith regarding students determined to pose a clear and present danger to themselves or others.
- b) **Mandated Reporting:** Consultant's personnel shall perform all duties as Mandated Reporters in accordance with the Abused and Neglected Child Reporting Act (325 ILCS 5/). Consultant verifies that its personnel have completed all mandated reporter and implicit bias training required by Illinois law.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

CONSULTANT

Suicide Prevention Services of America, Inc.

By: _____

Geneva CUSD 304

Kane County, Illinois

By: _____