

# School-Based Therapy Agreement

This Agreement is made and entered into by and between *Thrive Therapy Support Services* ("Thrive Therapy"), an Illinois professional limited liability company, and the *Board of Education of United Township High School District 30* ("UTHS"), an Illinois Public School District, collectively referred to as the "Parties."

## I. Background

- A. UTHS students and staff benefit from the provision of mental health therapy and services.
- B. Eirik Gustafson is a qualified mental health professional and is an experienced practitioner in providing school-based clinical therapy services to students and staff.
- C. Thrive Therapy is agreeable to providing such services to UTHS on the terms and conditions set out in this agreement.

In consideration of the matters described above and set forth in this Agreement, the Parties agree as follows:

## II. Terms

- 1. Services: Thrive Therapy shall provide therapy services ("Services") to be offered at UTHS by a Thrive Therapy qualified mental health professional ("Thrive Therapy counselor") 5 days a week for the duration of the 2025-2026 school year. Services will include an intake, mental health assessment, individual counseling, group counseling, family counseling, treatment plans, discharge report, collaboration with school personnel, supervision of practicum and intern students, and other resources as needed. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. Referrals for Services will be made to the Thrive Therapy counselor from the UTHS guidance counselors, social workers, and other school staff, as appropriate.
  - a. The scheduled days for the 2025-2026 school year are Monday through Friday, during regular school hours/student attendance days.
  - b. Hours will be 8am-3:15pm with some earlier and/or later appointment times depending on the needs of the students and families (e.g. psycho-education groups that are ran before/after school hours, family sessions, school events).
  - c. The Thrive Therapy counselor will have 10 benefit days to

use, as needed. This will not impact the fees paid by UTHS pursuant to Paragraph 2 of this Agreement. These days may be used in 1/2 day increments.

d. The Thrive Therapy counselor may carry a full-time caseload, or 50 cases, depending on the intensity and level of treatment needed for each youth. Included in the full-time case load is psycho-education groups, the availability to speak in classrooms, and provide counseling services to school staff where there is a need.

e. The Thrive Therapy counselor may attend staff meetings requested by the building principal and/or district superintendent when held on the counselor's scheduled days.

f. Clinical judgement will remain with the Thrive Therapy counselor to determine the necessity of services outside of the approved or evolving school year calendar, to include the providing of services during scheduled holidays/breaks. Work necessary outside the approved district calendar, which is for the benefit of UTHS' stated expectation, will be conducted by Thrive Therapy as determined necessary to provide services in full.

g. Thrive Therapy will inform the client of schedule changes, vacation, sick leave or bereavement in as much advance as is possible. Suspension of therapeutic services by contractor will be at Thrive Therapy's discretion, in consultation with UTHS, and will commence upon Thrive Therapy's return.

2. Fees and Payment. For the Services, UTHS will pay to Thrive Therapy \$8,200 per month (July 1, 2025 through June 2026). Thrive Therapy shall provide accurate and timely invoices to UTHS on a monthly basis. Thrive Therapy will not be reimbursed for any expenses incurred in connection with providing Services under this Agreement. Payments shall be made by check issued to Thrive Therapy with a remittance address of 1215 25<sup>th</sup> Street, Moline, IL 61265. Thrive Therapy certifies that the payments made pursuant to this Agreement shall be used only for the specific purposes of school-based therapy services authorized by UTHS.
3. Term and Termination. The Term of the Agreement shall be July 1, 2025 - June 30, 2026 ("Term"). If the Parties wish to extend or renew the Term, they shall do so in writing.

a. This Agreement may be terminated prior to the expiration date of the Term if Thrive Therapy fails to deliver counseling services to UTHS students or is otherwise in breach of this Agreement. Thrive Therapy may also terminate if it believes UTHS has materially breached this agreement. Written notice will be

delivered by the non-breaching party to the breaching party 30 days in advance of terminating the Agreement with an opportunity to cure unless the health or safety of students is involved and then UTHS may terminate the Agreement immediately.

b. This agreement may be terminated at any time by mutual agreement of the Parties.

c. In the event the Agreement is terminated prior to the end of the Term, UTHS will no longer be required to pay for the Services under this Agreement and shall not be held liable to Thrive Therapy, any other entity and/or individual, for any claim, damages or losses arising, directly or indirectly, out of this Agreement or from any other cause. Upon termination, except as otherwise provided by this Agreement, the obligations of Thrive Therapy will terminate upon the termination of this Agreement.

4. Location of Service Provision. The Services shall be provided by Thrive Therapy at UTHS. Sessions may be held via Thrive Therapy's HIPAA compliant telehealth platform (Therapy Notes) in the event a student has chosen virtual learnings, the student cannot attend school on campus, and/or the UTHS moves to virtual learning at any point during the school year.

1. UTHS shall provide Thrive Therapy a private meeting office with key, internet access, access to Skyward, phone access, an email address within the UTHS domain, and key fob for building access.

2. In the event Thrive Therapy damages UTHS property, Thrive Therapy shall, at Thrive Therapy's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If Thrive Therapy does not repair the damage within 14 days after receiving written notice from UTHS, or a lesser time if UTHS determines the damage creates an emergency, UTHS may repair the damage and Thrive Therapy shall reimburse UTHS for the costs UTHS incurs within 14 days after UTHS provides a written invoice to Thrive Therapy.

5. Parental Consent. Prior to Thrive Therapy providing Services for a student, a release of information form will need to be signed by the student, as well as the parent/guardian of the student if under the age of 18. The release of information forms can be completed electronically via Therapy Notes.
6. Criminal Background Check. Thrive Therapy shall not send to any school building or school property any employee or agent who would be

prohibited from being employed by UTHS due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Thrive Therapy shall make every Thrive Therapy counselor who will be sent to any school building or school property available to UTHS for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any Thrive Therapy counselor is sent to any school building or school property. Thrive Therapy will reimburse UTHS for the costs of the checks. Additionally, at least quarterly, Thrive Therapy shall confirm that no employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

7. Student Records; Confidentiality. Thrive Therapy and its counselors and any persons handling records on its behalf shall comply with all applicable provisions of federal and state laws and regulations, including without limitation the Illinois School Student Records Act, the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in their current and amended forms and all corresponding regulations. All records shall be the sole property of UTHS and shall be maintained at UTHS's location in accordance with all applicable State and federal laws and regulations. Copies as necessary and to the extent permitted by law shall be made available to Thrive Therapy as required for the furtherance of providing Services and as required for all public health reporting.
8. FOIA. As an independent contractor of UTHS, records in the possession of Thrive Therapy related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Thrive Therapy, at Thrive Therapy's cost, shall immediately provide UTHS with any such records requested by UTHS in order to timely respond to any FOIA request received by UTHS. UTHS will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Thrive Therapy refuses to provide a record that is the subject of a FOIA request to UTHS and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes UTHS in any way, Thrive Therapy shall reimburse UTHS for all costs, including attorneys' fees, incurred by UTHS related to the FOIA request and records at issue.
9. Indemnification. To the fullest extent allowed by law, Thrive Therapy agrees to reimburse defense costs, indemnify, and hold harmless UTHS, its Board, and employees, from and against all injuries, loss, causes of

action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) Thrive Therapy's or the Thrive Therapy counselor's negligent acts and/or errors and/or omissions in the performance of the services; (2) Thrive Therapy's breach of the Agreement; or (3) Thrive Therapy's violation of law. The indemnification obligation set forth in this Paragraph shall not be limited by the amount of any insurance maintained by Thrive Therapy, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. Insurance. During the term of this Agreement, Thrive Therapy, at its sole cost and expense, and for the benefit of UTHS, shall carry and maintain the insurance as set forth in Exhibit A of this Agreement.

### III. Miscellaneous

1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties related to the provision of the Services.
2. Amendments/Assignments. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by the Parties. Thrive Therapy cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of UTHS.
3. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rock Island, Illinois, or the federal district court for the Northern District of Illinois.
4. Notice. All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. All notices sent to Thrive Therapy will be mailed to Thrive Therapy. Notices to UTHS must be sent to 1275 Avenue of the Cities, East Moline, IL 61244, Attn: Superintendent. Either party may from time to time change its Notice Address by written notice to the other party.
5. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

6. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
7. Relationship of the Parties. UTHS and Thrive Therapy are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for carrying out the terms of this Agreement. UTHS is not required to pay or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit for Thrive Therapy during the Term. Thrive Therapy is responsible for paying, and complying with reporting requirements for all local, state and federal taxes related to payments made to Thrive Therapy under this Agreement.
8. No Exclusivity. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.
9. Waiver. The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
10. Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.
11. By signing below, the Thrive Therapy representative acknowledges that she has read and understands the terms in this contract and agrees to comply with the requirements reflected herein.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

UTHS:

Thrive Therapy:

Date:

Date:

## EXHIBIT A

### Insurance Certificate