

**SITE LICENSE AGREEMENT  
Maine Township High School District 207**

This SITE LICENSE AGREEMENT ("Agreement"), is entered into as of the effective date set forth in this Agreement between the Board of Education of Maine Township High School District 207, Cook County, Illinois (the "Board") and Maine Township ("Mental Health Provider").

**RECITALS**

- A. The Board desires that additional mental health services be made available to the students and families of Maine Township High School District 207 ("District") located on District property that will offer counseling services to the students and families of Maine West High School as provided herein.
- B. Mental Health Provider has represented that it has the expertise, knowledge, skill, experience and other resources necessary to provide such improved mental health services, which may include individual, group, and/or family counseling (hereinafter referred to as the "Services"). All Services shall be offered free of charge and regardless of income, insurance or health status.
- C. Mental Health Provider shall only use the space described in Exhibit A of this Agreement (hereinafter referred to as "Premises") in connection with rendering the Services (the "Use") and only during the time periods set forth below.
- D. The Board desires that Mental Health Provider provide such Services and is desirous of making such improved Services available as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Incorporation of Recitals The matters recited above are hereby incorporated into and made a part of this Agreement as though set forth in full.
- 2. Grant of License The Board hereby grants a license to the Mental Health Provider, at no charge, for the use and occupancy of the Premises.
- 3. Term of Agreement Mental Health Provider shall have such use and occupancy of the Premises on the effective date set forth in Section 31 and shall continue to have such use and occupancy until the first to occur of the following: (a) there is an uncured default by Mental Health Provider of the terms and conditions of this Agreement; (b) the District

ceases to operate a school on the Premise; (c) upon ninety (90) days prior written notice from one party to the other that it desires to terminate this Agreement; or (d) Agreement end date set forth in Section 31 is reached.

4. Relocation The Board reserves the right to relocate the Premises, with 30 days prior written notice to the Mental Health Provider to a location reasonably acceptable to the Mental Health Provider if such relocation is necessary or desirable for the operation of the District provided.
  
5. Limitations
  - A. Mental Health Provider shall have the right to utilize the Premises during times set forth in Exhibit A.
  - B. Mental Health Provider acknowledges that the primary function of the Services is in connection with the operation of the District and that Mental Health Provider's License hereunder is and shall at all times remain throughout the term subordinate to and ancillary to District operations and, in accordance therewith, Mental Health Provider hereby agrees that Mental Health Provider shall conduct operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the District's schools.
  
6. Responsibilities of Mental Health Provider: Mental Health Provider shall:
  - A. Provide the Board with evidence of proper licensing to provide the Services;
  - B. Be solely responsible and liable for all Services rendered;
  - C. Ensure that all personnel rendering Services are duly licensed and certified to render such Services;
  - D. Cooperate with the District personnel as appropriate, including principal, nurse, social workers, psychologists, counselors, case managers, coaches and other school staff;
  - E. Secure a written parental consent form, if required by law, prior to rendering any Services to a student;
  - F. Comply with the Health Insurance-Portability and Accountability Act of 1996, Title 45, Parts 160 and 164 of the code of Federal Regulations, if and where applicable;
  - G. Maintain medical records in accordance with applicable State and Federal laws;
  - H. Communicate with the District personnel, within the limits of laws regarding confidentiality of individually identifiable mental health information, regarding any mental health issues which may have a direct effect upon the students or activities at the District;
  - I. Maintain adequate insurance (as set forth in Section 18 hereof) for rendering of the Services;
  - J. Provide the Board, on an annual basis, with a copy of the written report regarding the number of students served and the services rendered.
  
7. Responsibilities of the Board: The Board shall:
  - A. Provide space at the Premises to be used by the Mental Health Provider for

Services, with no license fee being due from the Mental Health Provider to the Board;

- B. Provide custodial and maintenance services for the Premises in accordance with Board standards. Mental Health Provider shall be responsible for cleaning all areas where clients are served;
  - C. Provide all heating, ventilation, cooling, hot and cold water and electricity to the Premises;
  - D. Provide appropriate access to the Premises including evening, weekend, school holidays and summer as deemed appropriate by the Premises school principal; and
  - E. Use good faith efforts for the District personnel and staff to be knowledgeable and supportive of the Services and cooperate with the Mental Health Provider in efforts to conduct special events and otherwise support operations.
8. Background Investigation: Mental Health Provider shall not send to the Premises or District property any employee or agent who would be prohibited from being employed by the Board 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. Mental Health Provider shall make every employee who will be sent to the Premises or District property available to the Board 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 employee or agent is sent to the Premises or District property. The Board must provide a copy of the report to the individual employee, but is not authorized to release it to Mental Health Provider.
9. Costs and Expenses. Except for those matters that are the responsibility of the Board as set forth in Section 7 above and section 24 below, any and all other costs, expenses or fees arising out of or relating to the granting of the Mental Health Provider's use of the Premises shall be borne by the Mental Health Provider, including, without limitation, permit or approval fees, and insurance premiums. To the extent the Board is obligated to pay any of the preceding costs, expenses or fees, the Mental Health Provider shall reimburse the Board within thirty (30) days after receipt of written notice from the Board regarding the same.
10. Compliance with Laws Mental Health Provider shall, at all times during the Term of this Agreement, comply (and shall cause its employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement, the rendering of the Services; and Mental Health Providers use of the Premises.
11. Damage to Premises Except for ordinary wear and tear, Mental Health Provider shall

repair any damage to the Premises caused by Mental Health Provider, or by its respective employees or agents. If Mental Health Provider does not repair the damage within 14 days after receiving written notice from the Board, or a lesser time if the Board determines the damage creates an emergency situation, the Board may repair the damage and Mental Health Provider shall reimburse the Board for the costs the Board incurs within thirty (30) days after the Board provides a written invoice to the Mental Health Provider.

12. Alterations and Modifications Mental Health Provider shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement without the prior written approval of the Board. Any such alterations shall be at the Mental Health Provider's sole cost and expense, without right of reimbursement from Board unless the Board agrees, in writing, otherwise. All such work shall be accomplished in accordance and in compliance with all applicable statutes, ordinances, regulations, and applicable codes.
13. Waiver or Claims To the fullest extent permitted by law, Mental Health Provider hereby releases the Board and its members, employees, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Mental Health Provider regardless of the cause thereof. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the Board. All personal property belonging to Mental Health Provider at the Premises shall be there at the risk of Mental Health Provider. The Board shall not be liable for any damage, theft, or misappropriation of Mental Health Provider's personal property.
14. Condition of Premises No agreements or representations have been made to the Mental Health Provider regarding the condition of the Premises, its suitability for the stated use or whether it is zoned properly for the Mental Health Provider's intended use by executing this Agreement, Mental Health Provider conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.
15. Return of Property. Upon the termination of this Agreement, Mental Health Provider will immediately vacate and surrender the Premises in the condition required by this Agreement, ordinary wear and tear excepted. All fixtures or improvements remaining in place following vacation of the Premises by Mental Health Provider shall be and become the property of the Board.
16. Confidentiality. Health Care Provider 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 for Services rendered are owned by Mental Health Provider and are maintained within Mental Health Provider's electronic medical record and shall be maintained in accordance with all applicable State and federal laws and regulations.

17. FOIA. As an independent contractor of the Board, records in the possession of Mental Health Provider related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140II(2). Mental Health Provider, at its expense, shall immediately review with the Board any FOIA request to determine whether a FOIA exemption applies 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 Mental Health Provider refuses to provide a record that is not exempted from production under FOIA or a court of competent jurisdiction subsequently requires the release of the record and Mental Health Provider does not produce it, and such court penalizes the Board in any way for Mental Health Provider's refusal to produce such record, then Mental Health Provider shall reimburse the Board for all costs, including attorneys' fees, incurred by the Board related to the FOIA request and records at issue.
  
18. Insurance. Mental Health Provider shall provide and maintain at all times, at Mental Health Provider's own expense, the insurance coverages and requirements specified below. All such insurance shall be in form and substance satisfactory to the Board, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII "or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to the Board, and such certificates shall state that the insurance coverage thereby may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to the Board. The Commercial Liability Insurance policy required hereunder shall name as additional insureds, by specific endorsement, the Board, its members, its employees and any other parties which may be designated in writing by the Board. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of the Board and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against the Board or such other additional insured.
  - A. Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a Service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
  - B. Commercial Liability Insurance or equivalent with limits of not less than

\$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability.

- C. Medical Professional Liability Insurance for medical malpractice and negligent acts related to the rendering of professional, medical, or health care services with limits of not less than \$3,000,000 in the aggregate and \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the commencement of Services by Mental Health Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Mental Health Provider's professional liability coverage under the Federal Tort Claims Act shall satisfy this requirement for Medical Professional Liability Insurance.
- D. To the extent permitted by law, Mental health Provider may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if Mental Health Provider does self-insure for the above insurance requirements, Mental Health Provider shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall, at least, comply with the insurance requirements as stipulated above.

19. Indemnification.

- A. To the fullest extent permitted by law, Mental Health Provider shall indemnify, defend and hold harmless the Board, its members, employees, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Mental Health Provider, or its employees, agents, affiliates or other representatives, (ii) a violation of any laws, statutes, codes, ordinances or regulations by Mental Health Provider, or its employees, agents, affiliates or other representatives, and/or (iii) any breach, default, violation or non-performance by Mental Health Provider of any term, covenant, condition, duty or obligation provided in this Agreement.

The Mental Health Provider shall not indemnify the Board for negligent acts of the Board.

To the fullest extent permitted by law, Board shall indemnify, defend and hold harmless the Mental Health Provider, its members, employees, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or

occasioned by or in connection with (i) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Board, or its employees, agents, affiliates or other representatives, (ii) a violation of any laws, statutes, codes, ordinances or regulations by Board, or its employees, agents, affiliates or other representatives, and/or (iii) any breach, default, violation or non-performance by Board of any term, covenant, condition, duty or obligation provided in this Agreement.

- B. Mental Health Provider expressly understands and agrees that the indemnity obligations set forth herein are separate from and not limited by Mental Health Provider's obligation to obtain insurance pursuant to this Agreement.
  - C. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
  - D. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.
20. Disclaimer by the Board. The parties hereto acknowledge and agree that it is their intent that the Board incurs no liability as a result of operation of any of The Services provided therein. It is further acknowledged and agreed that nothing in this Agreement shall be construed as imposing any responsibility on the Board other than as provided in Section 7 herein or imposing any liability on the Board for any of the Services provided therein pursuant to this Agreement.
21. Default If either fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, the non-defaulting party may, after thirty (30) days' prior written notice to the defaulting party (except in the case of emergencies in which event the default shall be cured immediately) and without prejudice to any other right or remedy the non-defaulting party may have at law and/or in equity, terminate this Agreement.
22. Assignment and Successors and Assigns The Interest of Mental Health Provider under this Agreement is personal to Mental Health Provider and may not be assigned or transferred to any other individual or entity without the Board's prior written consent. The Board will have the right at any time to transfer or assign its interest under this Agreement. This Agreement will be binding upon, and inure to the benefit of the successors and assigns of the Board. While this Agreement will likewise be binding upon the successors and permitted assigns of Mental Health Provider, it will not inure to the benefit of Mental Health Provider's unpermitted assigns.

23. **Notices.** All notices required hereunder will be in writing and will be deemed properly served if delivered in person or if sent by registered mail or certified mail, with postage prepaid and return receipt requested, to the addresses set forth below, or to such other addresses as either party may subsequently designate.

The Board: Board of Education of Maine Township High School  
District No. 207  
Park Ridge, Illinois  
Attention: Carla Owen, Board President

With a copy to: Board of Education of Maine Township  
1177 South Dee Road  
Park Ridge, Illinois 60068  
Attention: Kathleen Di Sanza, Assistant Superintendent for  
Student Services

Health Care Provider: Maine Township  
MaineStay Youth & Family Services  
1700 Ballard Rd.  
Park Ridge, Illinois 60068  
Attention: Richard Lyon, Director

All notices required hereunder will be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, the date which is three (3) days after the date such notice is deposited in the U.S. mail.

24. **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 Cook County, Illinois, or the federal district court for the Northern District of Illinois.
25. **Relationship of the Parties.** Mental Health Provider and the Board are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Mental Health Provider nor the Board nor any of their respective agents or employees has the authority to bind the other party to any third person or to otherwise act in any way as the representative or the other. Mental Health Provider shall be responsible for making direct payment of all compensation to its




personnel. Mental Health Provider shall be responsible for all employment benefits of its personnel, including without limitation workers' compensation. As an independent contractor, Mental Health Provider and its employees are not eligible for and shall not receive any employment benefits from the Board. Any employee claim related to this Agreement will be as an employee or contractee of Mental Health Provider and the Board shall have no obligation whatsoever to provide workers' compensation or any other remedy or recourse to any Mental Health Provider employee. Mental Health Provider acknowledges and agrees that Mental Health Provider and its employees shall be solely responsible for paying the appropriate amount of all federal, state, and local income taxes, self-employment taxes or other taxes with respect to all compensation paid to Mental Health Provider hereunder, and that the Board shall have no responsibility whatsoever for withholding or paying any such taxes for or on behalf of Mental Health Provider or its employees. Mental Health Provider further agrees to indemnify and hold Board harmless from and against any and all damages, losses, expenses, or penalties arising from or in connection with any claim brought by any federal, state, or local taxing authority with regard to Mental Health Provider's or its employee's failure to pay required taxes or failure to file required forms with regard to compensation paid by the Board under this Agreement.

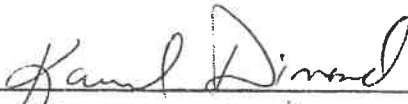
26. Entire Agreement This Agreement represents the entire agreement between the Board and Mental Health Provider and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both the Board and Mental Health Provider.
27. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.
28. Contingent liability. Any expenditure by the Board beyond its current fiscal year is deemed to be a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).
29. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.
30. Exhibits. Exhibits A and B are incorporated into and made part of this Agreement.
31. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties sign as set forth below the signature or their duly authorized representatives and will end on July 31, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


Board of Education  
Maine Township High School  
District NO. 207

Maine Township  
1700 Ballard Rd.  
Park Ridge, IL 60068

By:   
Name: Cara R. Owen  
Title: Board President  
Dated: 1/10/24

By:   
Name: Karen J. Diamond  
Title: Superintendent  
Dated: 1-9-24

Approved as to terms:

By:   
Title: Secretary

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PROFESSIONAL SERVICES

Premises

Maine West High School  
1755 South Wolf Road  
Des Plaines, Illinois 60018

Hours

The Mental Health Provider will provide behavioral health services one day weekly from 12:00pm - 8:00pm, with a one hour break period. Fewer hours will be provided if the time period allotted is not necessary to provide services. Modified hours due to school closure will be determined in conjunction with the Premises' school principal.

Professional Services to be Performed

The Mental Health Provider will provide behavioral health services to District students and their families.

Compensation for Services Provided

Services provided by the Mental Health Provider will be of no charge to the students and/or families.

**EXHIBIT B**  
**Maine Township List of Providers**

**Erin Callahan, MA, MHP**