

**AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND INDIAN PRAIRIE SCHOOL
DISTRICT 204 FOR THE INDIAN PRAIRIE CARES PROGRAM**

This AGREEMENT (the "AGREEMENT") is made as of the Effective Date as set forth in Section 17 below, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and the Board of Education of COMMUNITY HIGH SCHOOL DISTRICT 204, an Illinois School District, with offices at 780 Shoreline Drive, Aurora, IL (hereinafter referred to as the "DISTRICT").

RECITALS

WHEREAS, this Agreement is made in the exercise of the Parties' rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes.

WHEREAS, the assistance to be provided under this Intergovernmental Cooperation Agreement ("Agreement") includes personnel, equipment and staging facilities appropriate to the nature of the catastrophic event;

WHEREAS, the District shall make available qualified personnel (each a "Provider") to provide on-site mental health counseling services for School District's students pursuant to the terms of the Member Initiatives Program ("Project"). In providing these services, the District and its Providers shall comply with all applicable rules, regulations, policies, and procedures of School District and those of any federal, state, or local regulatory agency/body. The scope of work and deliverables in providing these services will be set forth more particularly in the Statement of Work attached to future subcontracts between the District and the Providers, of which copies can be made available to County for review.

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving access to counseling and mental health treatment for students, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses up to twenty thousand dollars (\$20,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the provision of mental health treatment and counseling for students of the District.
- 2.2 The PROJECT shall be undertaken essentially in accord with the agreement between District and Referral GPS, as prepared by the DISTRICT's Staff which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit A**.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at twenty thousand dollars (\$20,000).
- 3.2 It is the intention of the Parties that up to twenty thousand dollars (\$20,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the DISTRICT'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable

expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 DISTRICT'S RESPONSIBILITIES.

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.3 The DISTRICT shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. The COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice.
- 4.4 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed twenty thousand dollars (\$20,000.00). In the event PROJECT costs total less than twenty thousand dollars (\$20,000.00), the DISTRICT's total reimbursement

amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 December 1, 2025, or to a new date agreed by the parties' mutual written agreement.

9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2025.

9.1.3 All funds under this AGREEMENT shall be expended prior to November 30, 2025.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance without regard to conflict of law principles.

12.2 Jurisdiction and venue for resolving any disputes under this AGREEMENT, shall be the judicial circuit court for DuPage County or the federal district court for the Northern District of Illinois.

13.0 NOTICES.

13.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE DISTRICT:

Indian Prairie Community School District 204
Attn: Dr. Adrian Talley, Superintendent
780 Shoreline Drive
Aurora, IL 60504

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

17.0 EFFECTIVE DATE

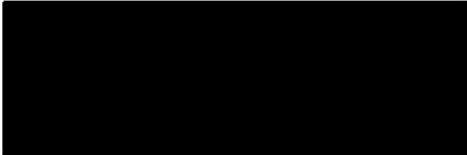
17.1 This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BOARD OF EDUCATION OF COMMUNITY
SCHOOL DISTRICT 204

Deborah Conroy
Chair, DuPage County Board




Laurie Donahue
School Board President

ATTEST:

Jean Kaczmarek,
County Clerk

ATTEST:



Alison Fosdick
Secretary



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Indian Prairie Community Unit School District 204
Contact Person	Dr. Adrian B. Talley, Superintendent of Schools
Address	780 Shoreline Drive
City	Aurora
Phone Number	630-375-3010
Email	adrian_talley@ipsd.org

SECTION II Project Description

Project Title	Indian Prairie CARES
Cost of the Project	\$20,000
Brief Description of the Scope of Initiative	CARES (Community, Advocacy, Resilience, Engagement and Supports) is an after school program created by Indian Prairie School District and Warrenville-based care navigation partner ReferralGPS that will serve grades 6-12 students at Granger Middle School and Metea Valley High School in DuPage District 5 beginning in September 2025. CARES is rooted in health equity and creates a systems-based approach to de-stigmatizing mental health while providing rapid access to care. CARES pairs in-person no-cost evening mental health treatment sessions for students and families with school staff training to reduce the stigma associated with seeking help. CARES will provide District 5 students and families immediate no-cost after school mental health support at Granger and Metea.
Desired Outcomes	Unlike traditional private practices or hospital-based programs, CARES removes the barriers of money and wait time from families who are seeking mental health support for their children. CARES will meet the needs of low-income and newcomer students and families in DuPage District 5 by: (1) providing multilingual access points to seeking help; (2) offering a discreet referral system external to the school district; (3) cultivating partnerships with local mental health providers; (4) building the capacity amongst and within schools for behavioral health equity; and (5) connecting students and families into care fast by bypassing traditional waitlists. Each student and/or family participating in the program will receive up to six (6) no-cost 50-minute treatment sessions regardless of their insurance delivered in-person after school hours at Granger Middle School and Metea Valley High School.

SECTION III Signature

Member Name	Saba Haider	
District	5	
Signature		

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Document N/A
- Proof of Good Standing with IL Secretary or State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

ReferralGPS

July 8, 2025

Saba Haider
DuPage County Board
421 N. County Farm Road
Wheaton, IL 60187

Dear Member Haider:

I am writing this letter of engagement to express my full support for Indian Prairie School District 204's Member Initiative application, Indian Prairie CARES. As County Board members are aware through various overviews provided during public comment in the 2024-2025 academic year, Indian Prairie CARES is a groundbreaking initiative dedicated to improving access to high-quality mental health services for students and families. At ReferralGPS, we have had the privilege of partnering with District 204 on the CARES program and witnessing firsthand the unwavering commitment of Indian Prairie Superintendent, Dr. Adrian B. Talley to addressing mental health needs in a way that is both impactful and transformative. Outlined below is a summary of engagement for ReferralGPS should the County Board choose to fund Indian Prairie's Member Initiative application.

Indian Prairie and ReferralGPS will partner to ensure that the CARES program stands out for its exceptional approach to providing **access to care**. Our organizations have prioritized breaking down barriers to mental health support, ensuring that students and families—regardless of their financial situation—can access the help they need. Together, our efforts go beyond simply offering resources; we work tirelessly to connect individuals with the right providers and services, fostering genuine and lasting outcomes. Each eligible student and/or family (residency checks will be completed by my organizations prior to placement in the program) will receive up to six (6) no-cost 50-minute mental health treatment sessions at Granger Middle School and Metea Valley High School (DuPage District 5).

Indian Prairie and ReferralGPS will also work together throughout the funded project to provide an extraordinary level of **organization and efficiency**. The systems and structures we have implemented previously during the Illinois Department of Public Health (IDPH) funded pilots to manage mental health referrals are both innovative and effective. Our willingness to embrace creative solutions, such as leveraging community partnerships and technology, has set a new standard for what school-based mental health programs can achieve.

ReferralGPS

Moreover, the CARES program embodies a **willingness to think outside the box**, always searching for new ways to meet the evolving needs of their community. Whether it's creating tailored interventions for specific populations or addressing the stigma surrounding mental health, District 204 and ReferralGPS consistently lead with bold and forward-thinking strategies. This proactive approach has inspired confidence and collaboration across stakeholders, including educators, families, and community partners like ReferralGPS.

It is clear that Indian Prairie CARES is not just an application to fund a service—it is a lifeline for many students and families in DuPage District 5. As we hope we made clear during public comment, our dedication to ensuring equitable, accessible, and effective mental health care is paramount and has resulted in a model program that has been replicated in other districts in DuPage and Lake counties. ReferralGPS is proud to stand alongside District 204 in their mission to support mental health and we remain committed to supporting the CARES program by providing care navigation and facilitating rapid access to care through clinical placements.

Thank you for considering this letter of engagement as a testament to the outstanding work being done through the CARES program. If this application is approved, the CARES program will launch a new expanded pilot at Granger Middle School and Metea Valley High School in September 2025. If you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,



Amit Thaker
President
ReferralGPS



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	ReferralGPS
CONTACT PERSON:	Amit Thaker
CONTACT EMAIL:	amit@referralgps.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:


[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

x

Section IV: Certification

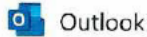
By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Amit Thaker

Signature: 

Title: President

Date: 7.8.25



Outlook

Good Standing

From Wiley, Douglas <douglas_wiley@ipsd.org>

Date Wed 7/2/2025 10:03 AM

To Monkman, Dawn <dawn_monkman@ipsd.org>

Organization: **Indian Prairie School District 204** [Edit](#)GATA ID: [REDACTED]State cognizant agency: **State Board Of Education (586)**Contact for assistance: GATA@isbe.netYou are signed in as: **dwiley5 (douglas_wiley@ipsd.org)**

Notes and Comments

[Add Note](#)

Post notes for other portal users in your organization. State agency staff can also view and create notes.

Pre-Qualification Status

Your organization is currently in good standing with all pre-qualification requirements.

Requirement	Status	Remediation
SAM.gov Account	Good	Help
Federal Employer ID (FEIN)	Good	Help
Federal Excluded Parties List	Good	Help
Illinois Secretary of State	Good	Help
Illinois Stop Payment List	Good	Help
Illinois DHFS Sanction List	Good	Help

Remediation for Illinois Secretary of State

If applicable, your organization must remain in good standing with the Office of the Illinois Secretary of State.

If the Status is "Unknown" then click the "Edit" button next to the organization name at the top of this page and select your "Organization Type".

If the Status is "Not Found" then click the "Edit" button next to the organization name at the top of this page and verify the "Illinois Secretary of State File ID" is correct for your organization.

If the Organization Type and File ID are correct then please refer to the [Secretary of State / Business Services](#) department and verify your account is in good standing.

Changes in your information at the Secretary of State may take a few business days to process and synchronize with the GATA Grantee Portal.

Thanks,

Doug Wiley, CPA
Comptroller
Indian Prairie School District 204
780 Shoreline Dr.
Aurora, IL 60504

P: (630) 375-3074