

# Memorandum

Zion-Benton Township High School

**DATE:** June 17, 2025

**TO:** Board of Education

**FROM:** Dr. Jesse J. Rodriguez, Superintendent  
Mr. Jacob Carlson, Executive Director of Student & Specialized Services  
Ms. Jennifer Lang, Director of Specialized Services

**RE:** School Based Health Services Recommendations

Attached for your consideration is an Intergovernmental Agreement with The Illinois Department of Healthcare and Family Services. This agreement is regarding reimbursement of expenditures for The School Based Health Services Program through the 2025-26 school year.

**Recommendation:**

Approval of the Intergovernmental Agreement between The Illinois Department of Healthcare and Family Services and Zion Benton Community District 126 as presented.

JL  
Attachment

# STATE OF ILLINOIS

## CONTRACT

### Illinois Department of Human Services

#### Division of Rehabilitation Services

2026

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

----- \*\* DISCLAIMER: THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK \*\* -----

## 1. SCOPE OF WORK

### 1.1. OVERVIEW AND PURPOSE:

PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

#### EXHIBIT - SCOPE OF SERVICES

FEDERAL PROGRAM NAME: Rehabilitation Services Vocational Rehabilitation Grants to States

STATE PROGRAM NAME:

PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM

#### SCOPE OF SERVICES

##### ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT24-PROVPC00-ERP2

Sponed. Prog: PROV

Appropriation Amount: \$328.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 2

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT24-PROVPC00-ERP8

Sponed. Prog: PROV

Appropriation Amount: \$328.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 3

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT25-PROVPC00-ERP2

Sponed. Prog: PROV

Appropriation Amount: \$6,550.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 4

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT25-PROVPC00-ERP8

Sponed. Prog: PROV

Appropriation Amount: \$3,275.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 5

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT26-PROVPC00-ERP2

Sponed. Prog: PROV

Appropriation Amount: \$13,100.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 6

CSFA Number: 444-30-0184

Appropriation FY: 2026

Appropriation Code: 0081.44430.4400.000000PY

WBS Element: 444BSVRT26-PROVPC00-ERP8

Sponed. Prog: PROV

Appropriation Amount: \$9,169.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

The Illinois Department of Human Services Division of Rehabilitation Services (IDHS-DRS)

requires the timely execution of all initial and amended contractual agreements.

Providers will have 14 business days to sign and return the required contract documents

issued by the State, which may include one or more of the following: initial contract

signature page, amendment page, Financial Disclosures and Conflicts of Interest, Standard Certifications, and the Taxpayer Identification Page. Non-compliance may result in a modified start date of the contract to align with the Providers submission of the required execution documents. Providers will not be reimbursed for services delivered in advance of the modified start date. When a contract amendment is issued to reduce the value of the contract, non-compliance may result in the full de-obligation of the contract balance regardless of the amended amount.

Based on guidance received from our federal monitoring agency, this contract may have changes during this year for compliance reasons.

Per state procurement code, 30 ILCS 500/ Illinois Procurement Code, this contract is for purchase of care services related to the Vocational Rehabilitation (VR) program.

This contract is a Third-Party Cooperative Arrangement (TPCA) as described in 34 CFR

361.28. The TPCA contract is between IDHS-DRS and the Local Education Agency (LEA) named previously in this agreement, and thereafter referred to as Provider. This TPCA contract includes:

Certified personnel expenditures (34 CFR 361.28(c)(2) for the time Provider staff spend providing specific Vocational Rehabilitation (VR) services to students with disabilities,

under #1 below, and

Other direct expenditures incurred by the Provider for the purpose of providing direct

Pre-employment Transition Services (Pre-ETS) required services (34 CFR 361.28(c)(3) that

may be reimbursable to the Provider through a separate authorization. These additional and

specific Pre-ETS are identified in this contract in Project Description, and under #2

Direct Pre-ETS Provided and Submitted for Reimbursement. They are separate and distinct from the activities that are captured through certified time.

Under this TPCA contract, the services of the Provider are available to both potentially eligible and eligible students with disabilities who need Pre-ETS. Both must be approved to participate in the IDHS-DRS VR program. IDHS-DRS must authorize the Pre-ETS provided to potentially eligible on the PECT Program Agreement Form and to eligible students in accordance with an approved Individualized Plan for Employment (IPE), under this TPCA prior to any provision of services.

Both potentially eligible and eligible students must meet the definition of a student with a disability. Potentially eligible students do not move through the eligibility process of VR until such time as there is a need. Individualized VR services are not available to the potentially eligible student, such as purchasing of items needed for work, transportation, or other individualized services. If those are needed, the potentially eligible student with a disability would need to move through the VR process into eligibility and receive services in accordance with the approved IPE.

A student with a disability in Illinois is defined as one who will be at least 14 and not older than 21 years of age or fall under Public Act 102-0172 which extends eligibility to the end of the regular school year for students whose 22nd birthday falls within a regular school term. The individual must be in a secondary education program and must be eligible

for and receiving special education or related services under Part B of the Individuals with Disabilities Education Act (IDEA) or is a student who is an individual with a disability for purposes of section 504 of the Federal Register.

Pre-ETS provide an early start to job exploration and assist students with disabilities in identifying career interests which may be further pursued through additional IDHS-DRS services, such as transition services and other individualized VR services. The five

required Pre-ETS services outlined in 34 CFR 361.48(a)(2) include:

- a. Job exploration counseling
- b. Work-Based Learning Experiences (WBLE)
- c. Counseling on opportunities for enrollment in comprehensive transition or

post-secondary educational programs at institutions of higher education

d. Workplace readiness training to develop social skills and independent living

e. Instruction in self-advocacy

Services under the TPCA contract are individualized to the students with disabilities needs and may be provided in a group setting or individually. Pre-ETS have an employment focus and allow for career exploration and the building of skills in each of the five areas. These are not typical services and are beyond what would be provided under the IDEA by the LEA.

In accordance with 34 CFR 361.22(c), services provided under this TPCA contract cannot reduce the obligation under the IDEA (20 U.S.C. 1400 et seq.) of an LEA or any other agency to provide or pay for any transition services that are also considered special



education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to children with disabilities. Within the Project Description, identification how services are new with a VR focus, or existing services that have been modified, adapted, reconfigured, from those customarily given by the Provider, to have a VR focus. The duration of the Structured Work-Learning Experience, which is a WBLE, grants an opportunity for the student with a disability to gain skills and practical experience in an identified work setting, beyond those provided under IDEA.

IDHS-DRS staff are exclusively responsible for determination of disability of an individual for the VR program as well as eligibility determination for VR applicants. When IDHS-DRS has an order of selection, IDHS-DRS staff are exclusively responsible for placement of an individual into a category under the order of selection policy. If the student is in a priority category that is closed, but have already begun receiving services, they will be able to continue to receive any of the five Pre-ETS while they wait. If they did not receive services, they will be placed on a wait list and not be able to begin services until their disability priority category is open and an IPE is developed. School personnel may provide IDHS-DRS with diagnostic and evaluative information concerning an individuals' disabling condition and functional capacities, with the understanding that the certification of eligibility is to be made by qualified IDHS-DRS staff.

Under each of the five required Pre-ETS, there are activities available to be billed under this TPCA contract under #2 Direct Pre-ETS Provided and Submitted for Reimbursement.

Services under this TPCA are augmented services that are separate from and expanded from those IDEA transition services already provided by the education agency.

Annually, prior to funding determinations and the start of services, a copy of the curricula or materials being used to provide transition services under IDEA and the services for Pre-ETS under this TPCA contract will be submitted to IDHS-DRS Transition and Community Rehabilitation Services (TCRS) by email at [DHS.CommunityResources@illinois.gov](mailto:DHS.CommunityResources@illinois.gov), for review and approval. The IDEA curricula or materials used will determine what Pre-ETS are needed by the student with a disability. The curricula under Pre-ETS will be instructional and will allow for skills progression growth.

1. Certified Personnel Expenditures Under this TPCA contract, there is a requirement of Match. This is the non-Federal share that is contributed by the Provider which allows IDHS-DRS to pull down federal funding. These services are different and distinct from what is expected to be provided under IDEA and the services requested for reimbursement. All services will be pre-approved and authorized by IDHS-DRS, listed on the PECT Agreement form or the IPE, and service provision will occur within the service dates listed. No services can be provided prior to the start date.

The allocable portion of personnel salary and fringe benefits for the time and effort Provider staff spend providing the specific identified services under D, needed by the potentially eligible or eligible student with a disability, in accordance with prior authorization are to be counted as certified time and Match under this TPCA contract.

Services are different from those provided under IDEA and are expanded, adapted, reconfigured, or modified to have a VR focus.

A. On-Site Supervision/Reviews of Certified Personnel Expenditures: At the beginning of the school year, IDHS-DRS and the Provider will review the curricula for the transition services under IDEA to create a framework of services being provided to the students with a disability. The curricula or materials used for the provision of Pre-ETS, will be reviewed, and will build upon those services and not duplicate or supplant those services.

IDHS-DRS and the Provider will work collaboratively to create a quarterly schedule of dates for in-person reviews. The IDHS-DRS counselor and the IDHS-DRS Contract Advisor will alternate quarters and each visit twice. They will attend during a period of instruction, that is being submitted for Certified Personnel Expenditures. Review of the classroom instruction and time reporting documents will be included in this review.

B. Required Documentation: The following documentation is required to be submitted to IDHS-DRS, along with certified personnel time for those staff that are providing or arranging for the provision of the identified specific services under D. The Provider will complete a Match packet that will be submitted monthly, by the 15th of the month, following the month of services, or the following business day if that falls on a weekend or holiday, to the IDHS-DRS Contract Advisor for review and certification. The Match Packet will contain the following documentation:

Staff name, portion of the salary and fringe being reported for match on the Match and

Contract Expenditures form, time sheet submitted as supporting documentation of time and

effort reported as match.

Date, class period(s), and description of services that were provided per month, per

student. An example could be XX number of hours were spent doing XX activities or

arranging for XX activities on this specific date, for XX student.

Sign-in sheets with customer numbers to verify students served for each class period

reported.

**C.Allowable Services (for Certified Staff Time):**

The time Provider staff spend on the specific identified services under D, may be counted

as an allowable service and can be certified as match. The specific activities and

curriculum to be used and counted as certified time are described in section D.

IDHS-DRS Contract Advisor will review Match packet for completeness of information. Review

of sign in sheets against WebCM, to ensure that all individuals listed are potentially

eligible with a PECT Program Agreement Form or eligible with an IPE, both with the Pre-ETS

provided listed, and the date of provision is within the range of service dates listed. If

there are individuals or services listed who do not meet these criteria, the Match

submitted does not meet the criteria is not allowable and would be the responsibility of

the Provider. The IDHS-DRS Contract Advisor will inform the Provider at the end of the

submission review if it was approved.

Certified time may only be counted after the time has been worked, and the expenditures

certified by VR. During the service provision of the VR focused materials, supervision is provided by VR.

If the Match packet is not submitted by the due date, Provider will be out of compliance with this TPCA contract. This will affect timely payment of the contract deliverables.

D. Specific activities to be used and counted as certified time:  
Introduction, awareness, and participation with the Talent Access Portal (TAP) or the Illinois WorkNet sites. Presentation of materials and an activity, shared by IDHS-DRS, will be completed on this topic.

Apprenticeship 101, discussion and completion of the Apprenticeship Toolkit sections developed by the Vocational Rehabilitation Technical Assistance Center for Quality Employment (VRTAC-QE) Apprenticeship Learning Community. This will be provided by IDHS-DRS. An activity, shared by IDHS-DRS, will be completed on this topic.

Present prepared presentation on IDHS-DRS Sponsorship Form, navigating DRS college assistance, or discussion of Comprehensive Training Program (CTP) available in Illinois.

An activity, shared by IDHS-DRS, will be completed on this topic.

What is Financial Literacy, developed by IDHS-DRS in combination with National Disability Institute (NDI). Presentation of all areas under this topic and how they impact work and personal life goals. An activity, shared by IDHS-DRS, will be completed on this topic.

Presentation of the information on "Asking for a Reasonable Accommodation" worksheet,

developed by Equip for Equality, and shared by IDHS-DRS. An activity shared by IDHS-DRS, will be completed on this topic.

## **2. Direct Pre-ETS Provided and Submitted for Reimbursement**

The Pre-employment Career Training Program (PECT Program) is a program under the direction of IDHS-DRS which provides VR focused services to potentially eligible and eligible students with disabilities. This program offers enhanced opportunities for the five required Pre-ETS, which are further described in this section.

A. Approved Services for Reimbursement: Activities under the 5 required Pre-ETS can be provided to the students based on their unique needs, as approved on the Agreement Form or the IPE. There is an opportunity for an additional WBLE for those students with disabilities who would benefit from a longer exposure to a work skills experience called Structured Work-Learning Experience. It allows the individual to practice and improve work skills before exiting high school. The Structured Work-Learning Experience consists of the student with a disability working in an employer paid competitive integrated work setting for a minimum of 240 hours and 60 working days. If their disability precludes the ability to complete this requirement, an alternate option of 120 hours and 60 working days can be completed instead, with IDHS-DRS counselor approval.

The specific activities and the curriculum used will be approved by IDHS-DRS counselor and IDHS-DRS Contract Advisor.

1. Job Exploration Counseling: Career exploration, which may be provided in a group

setting or individually, based on the unique needs of the student with a disability focusing on in-demand industries/occupations, nontraditional employment options, state and local labor markets, and career pathways, that goes beyond what is provided by the education agency as a transition service under the IDEA. Enhanced opportunities for students to participate in job exploration counseling activities leading to a greater awareness and understanding of careers and employment options. Services under this contract are augmented and stackable services that are separate from, or in addition to those IDEA transition services already provided by the education agency.

2. Work-based learning experiences (WBLE): Enhanced opportunities for students with disabilities to practice and improve workplace skills in competitive integrated work settings which goes beyond what is provided by the education agency as a transition service under the IDEA and may include in-school or after school opportunities, or experiences outside the traditional school setting (including internships). WBLE may be provided in a group setting or individually, based on the unique needs of the student with a disability, and may include the following types of experiences: job shadowing, information interviews, workplace tours, internships, and other paid or unpaid work experiences. The Provider secures sites for WBLE in the community in competitive integrated employment (CIE) settings to the maximum extent possible (approved by IDHS-DRS counselor) that are compatible with students' interests and needs. An exhaustive effort to provide these in an integrated setting must occur, prior to the consideration of providing

these in a non-integrated work setting. To the maximum extent possible, these should be actual work experiences in an integrated community environment to prepare students for CIE. Those that segregate or replicate sub-minimum work will not count under this contract. WBLE services under this contract are separate from, or in addition to those IDEA transition services already provided by the education agency.

**3.Counseling on opportunities for enrollment in comprehensive transition or**

**Post-Secondary Education programs at institutions of higher education: Counseling on opportunities for enrollment in comprehensive transition or post-secondary education programs at institutions of higher education. These services may be provided in a group setting or individually, based on the unique needs of the student with a disability, and may include Advising students and parents or representatives on academic curriculum, providing information about college applications and admission processes, completing forms for financial aid, or learning to locate providing disability support services. These services are designed to provide resources used to support student success in education/training, and counsel students on the types of academic and occupational training needed to succeed in the workplace that are available at institutions of higher education. Services under this TPCA are separate from, or in addition to those IDEA transition services already provided by the education agency.**

**4.Workplace Readiness Training to develop social skills and independent living: Services may be provided in a group setting or individually, based on the unique needs of the**



student with a disabilities, and activities will provide them with opportunities to practice and apply their knowledge of employer expectations related to communication, time management, personal care, and other employability skills such as orientation and mobility, financial literacy/budgeting, social skills/interpersonal skills, independent living skills, and job seeking skills. Services under this TPCA are augmented services that are separate from, or in addition to those IDEA transition services already provided by the education agency.

5. Instruction in Self-Advocacy: Services may be provided in a group setting or individually, based on the unique needs of the student with a disability, and include, learning about their rights, responsibilities, and how to request accommodations or services as well as being able to communicate any thoughts, concerns or needs while seeking services, and making decisions about their own life. These services may include specific activities that will help the student strengthen their self-awareness, self-determination, decision-making, and leadership skills. Mentoring with educational staff, employers, and individuals in the community are opportunities to practice their skills.

Under the Work-Based Learning Experience in this TPCA contract, there is an opportunity to participate in the Structured Work-Learning Experience. It allows the individual to practice and improve work skills before exiting high school. The Structured Work-Learning Experience consists of the student with a disability working in an employer paid CIE work

setting for a minimum of 240 hours and 60 working days. If their disability precludes the ability to complete this requirement, an alternate option of 120 hours and 60 working days can be completed instead, with IDHS-DRS counselor approval.

This creates multiple options for a WBLE for the students. Based on the student's needs, they will either participate in one of the experiences listed above in the WBLE description, or the Structured Work-Learning Experience. Provider will be reimbursed for only one WBLE per contract year.

Provider will secure sites for work-based learning experiences (WBLE) in the community in CIE settings to the maximum extent possible, as approved by the IDHS-DRS counselor, that are compatible with the students' interests and needs.

Provide appropriate wage compensation for PECT Program students participating in WBLE in accordance with state and federal labor laws.

Provider will complete the Work Site Form in WebCM, it must be approved by the IDHS-DRS counselor. No WBLE can begin without this approval.

Provider will provide consistent supervision for all hours and days claimed under the WBLE.

B. Excluded services under the reimbursable time- The following Pre-ETS activities cannot be counted under the allowable services, or reimbursed under this TPCA contract #2 Other

Direct Pre-ETS Provided and Submitted for Reimbursement

Presentation of TAP or Illinois WorkNet websites.

Completion of the Apprenticeship 101 toolkit.

Discussion of IDHS-DRS sponsorship for training and college program, requirements, and CTP available in Illinois.

Financial literacy

Reasonable Accommodations

CIE means work that is performed on a full-time or part-time basis (including self-employment) and for which the customer is compensated with the customary wage and level of benefits, but not less than minimum wage and; Is not less than customary rate paid by the employer for the same or similar work performance performed by other employees who are not individuals with disabilities in similar occupations; In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar tasks; Is eligible for the level of benefits provided to other employees; Is in a location in the community where the individual with a disability interacts with individuals without disabilities; and, Has opportunities for advancement that are similar to those for other employees who have no disabilities and are in similar positions.

----- END OF PROGRAM: PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM -----

### **1.3. MILESTONES AND DELIVERABLES:**

EXHIBIT - Milestones and Deliverables

Program Deliverables for both services under #1 and #2:

1. Providers will submit referral information monthly for IDHS-DRS to determine student eligibility for services and approve participation in programming. This applies to those students being referred as potentially eligible and those that are seeking full VR services as an eligible student with a disability. Referral information will be entered in the online portal: DHS: Rehabilitation Services: Apply Online. If access to the online portal is not available, referral information will be sent to the Local IDHS-DRS Office(s) where the customers would be served.

Potentially eligible student referrals

Students with a disability that are seeking the Pre-ETS without individualized services,

the following additional information is required at the time of the referral to the Local

IDHS-DRS Office to determine eligibility for Pre-ETS:

- a. PECT Program Intake Form
- b. PECT Program Agreement Form
- b. Release of information if the customer is under 18 or has a legal guardian
- c. Most recent IEP, or
- d. Existing medical documentation, most recent psychological and record reviews. If

applicable, social history will also be included; or

e Any other verification that the student has been determined by another educational or

governmental agency to be an individual with a disability.

Eligible Student referral

For the student with a disability to receive individualized VR support and services, the

following additional information is required at the time of the referral to the Local

IDHS-DRS Office to determine eligibility for VR services will include:

- a. Consent for services
- b. Release of information if the customer is under 18 or has a legal guardian
- c. Most recent IEP
- d. Existing medical documentation, most recent psychological and record reviews. If

applicable, social history will also be included; or

e Any other verification that the student has been determined by another educational or

governmental agency to be an individual with a disability.

2. Based on the student's needs, IDHS-DRS counselor will communicate information on the

approved and authorized Pre-ETS and the timeframe for service provision, at the start of

services, and then annually, as long as the student is participating in services with this

Provider. This will be achieved by sharing the PECT Program Agreement Form for those

potentially eligible, or the IPE for those in eligibility. The IDHS-DRS counselor must be

involved in and provide approval of any decisions that would alter previously approved

programming for individual students.

3. Provider will submit a copy of the most recent IEP to IDHS-DRS counselor annually.

4. Quarterly the Knowledge Check information, developed by IDHS-DRS, for the identified

Pre-ETS will be completed by the student participating during the quarter to demonstrate

the progress. Results will be shared quarterly.

5. IDHS-DRS counselor will be invited to the annual IEP meeting at least 10 days in

advance.

6. Provider will document the provision of the approved Pre-ETS into the Transition Services section of WebCM. The date the service was provided, a description of the service, and the person providing the service will be required. This will populate the PECT Program Flow Chart for billing. Based on the approved PECT Program Agreement Form or the IPE, the Pre-ETS can be billed and reimbursed once per contract year.

7. For the Structured Work-Learning Experiences, the Provider will enter the hours and days worked into WebCM to generate the PECT Program Work Verification billing sheet. Progress towards the requirement is listed monthly but is paid after the student reaches 240 hours and 60 working days or the alternate based on disability 120 hours and 60 working days. Verification of employment, such as paycheck stubs, or wage verification will accompany the billing. This can be billed and reimbursed once per contract year.

8. The PECT Program Agreement form will be updated annually for potentially eligible students, to include Pre-ETS to be provided and updated service dates.

9. Provider will enter quarterly progress notes in WebCM. They will contain information on the students' progress towards their goals.

10. Providers will inform parents and students of the availability of VR services, and of their rights and responsibilities in receiving Pre-ETS.

11. IDHS-DRS Contract Advisor will conduct quarterly meetings to review utilization of the

contract and reconcile billings with the Provider. These can be conducted during the two in-person visits.

12. On-site reviews of contractual requirements, including Provider files, will be performed once every three years. Based on findings, a Corrective Action Plan may be issued, with a return visit within a six-month time frame to assess compliance.

13. Final Reconciliation will be submitted to the IDHS-DRS Contract Advisor annually by the established deadline, or final payment could be delayed, or even denied.

**Billing Requirements:**

Providers will submit both the PECT Program Work Verification and the PECT Program Flow Chart monthly by fax, e-mail, or regular mail by the 15th of the month following the month of services, or the following business day if this falls on a weekend or holiday, to the Local IDHS-DRS Office(s), where the customers are served, and to the IDHS-DRS Contract Advisor. Local DRS Office staff will complete initial review of services provided.

IDHS-DRS counselors will submit billing to their IDHS-DRS Supervisor who will approve and submit to the IDHS-DRS Contract Advisor by the 20th of the month, or the following business day if this falls on a weekend or holiday.

The Match packet will be submitted monthly to the IDHS-DRS Contract Advisor by fax, e-mail, or regular mail by the 15th of the month following the month of services, or the following business day if this falls on a weekend or holiday. The IDHS-DRS Contract

Advisor will inform the Provider at the end of the submission review if it was approved.

The following information is critical to ensure timely payments and program operations:

1. Incomplete, inaccurate forms required for payment will result in delayed payments.
2. Non-compliance per Provider Responsibilities/Assurances may result in suspension of payments until IDHS-DRS is satisfied that compliance concerns have been addressed.
3. The final billing should be clearly marked as such on all forms required for payment.

Provider is required to comply with all provisions outlined in 2 CFR 200.327 Contract Provisions, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for



convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each

solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional

Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323.

(K) See 200.216.

(L) See 200.322.

----- END OF PROGRAM: PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM -----

**1.4. TRANSPORTATION AND DELIVERY:**

Not Applicable

**1.5. SUBCONTRACTING:**

Subcontractors are not allowed.

**1.5.1. Will Subcontractors be utilized?**

Subcontractors ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontracts where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

1.5.2. Please identify below subcontractors with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

1.5.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.6. WHERE SERVICES ARE TO BE PERFORMED:**

Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

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## 2. PRICING

### 2.1. TYPE OF PRICING:

The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is **estimated**.

### 2.2. VENDOR'S PRICING:

Vendor's pricing is in the Items Tab in the BidBuy Purchase Order.

#### 2.2.1. Payment Terms:

##### EXHIBIT - Payment Terms

Each service can be reimbursed once per student, per contract period, as indicated on the PECT Program Agreement Form or the IPE.

##### Pre-ETS Pricing

Each of the 5 Pre-ETS is paid upon service provision, documentation, and approval from the Local IDHS-DRS Office and the IDHS-DRS Contract Advisor.

The Structured Work-Learning Experience is paid upon completion of the required hours and days worked, and the approval from the Local IDHS-DRS Office and the IDHS-DRS Contract Advisor.

##### Metro:

Job Exploration Counseling- \$150 each

Work-Based Learning Experience- \$275 each

Counseling on Post-Secondary Education- \$75 each

Workplace Readiness Training- \$175 each

Instruction on Self-Advocacy- \$75 each

Work-Based Learning Experience: Structured Work- Learning Experience - \$4,300

Total Contract Value: \$32,750

Projected Number of Students Served: 10

\*Coaching services needed for community WBLE will be authorized and paid through the Local IDHS-DRS Offices\*

Providers submits billings for payment upon completion of identified Pre-ETS.

All billings should be reconciled during the quarterly meetings with the IDHS-DRS Contract Advisor.

Missed billing for 1st and 2nd quarter, will be submitted no later than the last business day of January. Missed billing for 3rd and 4th quarter will be submitted no later than the 5th business day of July. No reimbursement for billings submitted after those deadlines will be approved.

Funding may not be used to pay for alcoholic beverages; and cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities. A Providers hosting a meeting or conference may not use funds to pay for food for conference attendees unless doing so is necessary to accomplish the legitimate meeting or conference business. Providers must receive written pre-approval to use grant funds to host a meeting or conference that includes food. Furthermore, all meeting or conference materials or publicity of any nature paid for with these funds must include appropriate disclaimers that identify the IDHS-DRS as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative.

All publicity and/or public action must also include a provision that the contents do not necessarily represent the policy of the IDHS-DRS nor is it an endorsement. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Provider individually or jointly with others, with respect to the program, publications, or services provided resulting from the grant agreement or subsequent amendments.

**2.3. ECONOMIC ADJUSTMENTS:**

Not Applicable

**2.4. MAXIMUM AMOUNT:**

The total payments under the initial term of this contract shall not exceed \$32,750.00 without a formal amendment.

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### 3. TERM AND TERMINATION

#### 3.1. TERM:

##### 3.1.1. TERM OF THIS CONTRACT:

The contract will have an initial term of Jul 1, 2025 to Jun 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

#### 3.2. TERMINATION FOR CAUSE:

The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

#### 3.3. TERMINATION FOR CAUSE:

The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

#### 3.4. AVAILABILITY OF APPROPRIATION:

This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole

discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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#### 4. STANDARD BUSINESS TERMS AND CONDITIONS

##### 4.1. PAYMENT TERMS AND CONDITIONS:

###### 4.1.1. LATE PAYMENT:

Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

###### 4.1.2. MINORITY CONTRACTOR INITIATIVE:

Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

###### 4.1.3. EXPENSES:

The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

###### 4.1.4. PREVAILING WAGE:

As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov/>) to ensure understanding of prevailing wage requirements.

###### 4.1.5. FEDERAL FUNDING:

This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

###### 4.1.6. INVOICING:

By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this

contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2. Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send Invoices to:

<b>Agency:</b>	Division of Rehabilitation Services
<b>Attn:</b>	Ashley Baker
<b>Address:</b>	100 W Randolph St
<b>City, State, Zip:</b>	Chicago, IL 60601-3218

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

#### **4.2. ASSIGNMENT:**

This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

#### **4.3. SUBCONTRACTING:**

For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the

expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

**4.4. AUDIT/RETENTION OF RECORDS:**

Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

**4.5. TIME IS OF THE ESSENCE:**

Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

**4.6. NO WAIVER OF RIGHTS:**

Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

**4.7. FORCE MAJEURE:**

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

**4.8. CONFIDENTIAL INFORMATION:**

Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access

pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.9. USE AND OWNERSHIP:**

All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10. INDEMNIFICATION AND LIABILITY:**

The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11. INSURANCE:**

Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12. INDEPENDENT CONTRACTOR:**

Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.13. SOLICITATION AND EMPLOYMENT:**

Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14. COMPLIANCE WITH THE LAW:**

The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15. BACKGROUND CHECK:**

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16. APPLICABLE LAW:**

**4.16.1. PREVAILING LAW:**

This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2. EQUAL OPPORTUNITY:**

The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.



**4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:**

Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4. OFFICIAL TEXT:**

The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp))

**4.17. ANTI-TRUST ASSIGNMENT:**

If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

**4.18. CONTRACTUAL AUTHORITY:**

The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19. EXPATRIATED ENTITIES:**

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

**4.20. NOTICES:**

Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21. MODIFICATIONS AND SURVIVAL:**

Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the



Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

**4.22. PERFORMANCE RECORD/SUSPENSION:**

Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23. FREEDOM OF INFORMATION ACT:**

This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24. SCHEDULE OF WORK:**

Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27. EMPLOYMENT TAX CREDIT:**

Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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## 5. STATE SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year or printing) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

### EXHIBIT - Specific Conditions

N/A

☒ Others (describe)

### EXHIBIT - PERFORMANCE MEASURES:

Performance measures will be reported monthly to the IDHS-DRS Contract Advisor on the PECT

Program Work Verification and the PECT Program Flow Chart. Knowledge Check data will be

gathered quarterly.

Exiting participating students will be informed of DRS services prior to exit.

All customers who participated in Pre-ETS during the given quarter, will receive the Knowledge Checks for completion.

The number of customers referred and served for Job Exploration Counseling.

The number of customers referred and served for Instruction on Self-Advocacy.

The number of customers referred and served for Work-Based Learning Experience.

The number of customers referred and served for Counseling on Post-Secondary Education.

The number of customers referred and served for Workplace Readiness Training.

The number of customers referred and served for Structured Work-Learning Experience.

----- END OF PROGRAM: PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM -----

EXHIBIT - PERFORMANCE STANDARDS:

If these baseline requirements are not met two consecutive years, a corrective action plan may be initiated.

100% of participating exiting students are informed of DRS services.

Goal is 100%, but a minimum response rate of 50% is expected on the quarterly Knowledge Checks.

At least 60% of the customers referred for Job Exploration Counseling received this service and showed an understanding of this topic.

At least 60% of the customers referred for Instruction on Self-Advocacy received this service and showed an understanding of this topic.

At least 60% of the customers referred for Work-Based Learning Experience received this service showed an understanding of this topic.

At least 60% of the customers referred for Counseling on Post-Secondary Education received this service showed an understanding of this topic.

At least 60% of the customers referred for Workplace Readiness Training received this service and showed an understanding of this topic.

At least 50% of the customers referred for a Structured Work-Learning Experience will meet the established requirement.

----- END OF PROGRAM: PRE-EMPLOYMENT CAREER TRAINING (PECT) PROGRAM -----

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## 6. ATTACHMENTS

### 6.1. Program Attachments (if applicable)

### 6.2. Taxpayer Identification Number

### 6.3. Signature Page

### 6.4. Financial Disclosures and Conflicts of Interest

Please click the below link to download the 'Financial Disclosures and Conflicts of Interest' template.

<https://csa.dhs.illinois.gov/gtpsecure/gtp/dynamic/help.jsf>

Fill in as appropriate and submit to the Office of Contract Administration at the following email:

[DHS.OCA.SignaturePages@illinois.gov](mailto:DHS.OCA.SignaturePages@illinois.gov)

### 6.5. Standard Illinois Certifications

Please click the below link to download the 'Standard Illinois Certifications' template.

<https://csa.dhs.illinois.gov/gtpsecure/gtp/dynamic/help.jsf>

Fill in as appropriate and submit to the Office of Contract Administration at the following email:

[DHS.OCA.SignaturePages@illinois.gov](mailto:DHS.OCA.SignaturePages@illinois.gov)

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STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER

Agreement No: 46CEF03229

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: ZION BENTON TOWNSHIP HIGH SCHL 126

Business Name: ZION BENTON TOWNSHIP HIGH SCHL 126

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_

or

Employer Identification Number 36-6004902

**Legal Status** (check one)

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|   | <input type="checkbox"/> C = corporation  |
|   | <input type="checkbox"/> P = partnership  |

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF ILLINOIS  
CONTRACT**

Illinois Department of Human Services  
Division of Rehabilitation Services  
2026

**VENDOR**

Vendor Name:	ZION BENTON TOWNSHIP HIGH SCHL 126	Address:	3901 21st St Zion, IL 60099-1476
Signature:		Phone:	847-731-9751
Name:	Audrey Liddle	Fax:	847-746-4136
Title:	Business Manager	Email:	liddlea@zbths.org
Date:			

**STATE OF ILLINOIS**

Procuring Agency Department of Human Services (DHS or Or University: IDHS)	Phone:	-
Street Address:	100 South Grand Avenue E	Fax:
City, State & Zip:	Springfield, IL 62704-3802	
Signature:		Date:
Name:	Dulce Quintero	
Title:	Secretary	
Designee Name:		
Designee Title:	Contract Obligations Analyst	
Other Approver's Signature:		Date:
Other Approver's Name:		
Other Approver's Title:		