

STATE OF ILLINOIS

CHILD CARE RESTORATION GRANT PROGRAM

CERTIFICATIONS AND REQUIREMENTS

The Child Care Restoration Grant Program (The 'Program') is a part of the Illinois Business Interruption Grant Program administered by the Department of Commerce and Economic Development in coordination with the Illinois Department of Human Services. The Program is supported by a grant agreement ("Agreement") between the Illinois Department of Commerce and Economic Opportunity (the "Department") and the Illinois Network of Child Care Resource and Referral Agencies (INCCRRA) (the 'Grantee') to administer the Program. The Department is authorized to grant funds to the Grantee in support of eligible activities under the Program. The Agreements authorizes the Grantee to provide sub-awards to eligible participants that meet certain conditions. As an eligible participant, your Business ("subrecipient") is required to utilize these grant proceeds for specific purposes, as set forth below. Additionally, your Business shall adhere to the terms and procedures established by the Grantee under this Program.

As a subrecipient, to participate in the program, you must remain in compliance with the terms and certifications set forth below. Please review the below items carefully, as your child care program and its representatives shall warrant that all material facts presented are accurate. If your child care program is unable to provide this assurance, please notify INCCRRA prior to executing this certification and provide any relevant information as required.

General Covenants, Representations, and Warranties

As the authorized representative of the subrecipient, I agree and certify that:

The information provided on behalf of the subrecipient for the Program application and the IRS Form W-9 are true and accurate.

The subrecipient is a licensed child care center or home as of March 17, 2020 and can demonstrate a 'business interruption' due to COVID-19.

The subrecipient understands that any funding provided by this subaward is being provided under the Program, and is authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 (the CARES Act). Grant funding may only be used for eligible work and costs as established by the Department and the U.S. Department of the Treasury.

The subrecipient has the legal authority to apply for federal, State and local assistance, and the institutional, managerial, and financial capability to ensure that the child care program will comply with the established requirements of this sub-award.

The subrecipient is complying with all relevant laws, regulations, and executive orders from the State and federal government.

The subrecipient complies with all relevant laws, regulations, and executive orders from the State and federal government, including the social distancing guidelines as promulgated by the DCFS Guidance issued on June 24, 2020. To see the Guidance, go to: [DCFS, IDPH, & GOECD - Restore Illinois Licensed Day Care Guidance \(Spanish\) \(Chinese\)](#).

The subrecipient will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by any applicable federal, State, and local agencies for the maintenance and operation of such facilities.

The subrecipient will continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).

The subrecipient will comply with all relevant laws and regulations concerning non-discrimination.

The subrecipient will pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.

The subrecipient will not enter into a contract with a contractor who is on any federal or state debarred contractor list.

The subrecipient will prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.

The subrecipient will take all practical steps to remain viable, solvent, and in operation. Additionally, the subrecipient attests that it has not taken any material steps to dissolve in 2020.

The subrecipient has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the subrecipient, threatened against or affecting the subrecipient (or its officers and directors) in respect of the assets of the subrecipient nor, to the knowledge of the subrecipient, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the subrecipient is the plaintiff or claimant which relates to the subrecipient or assets of the Program.

The subrecipient has no action, suit or proceeding pending or, to the knowledge of the child care program, there is nothing that threatens or questions the legality or propriety of the transactions contemplated by this document.

The subrecipient has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Business or its officers and directors.

The subrecipient nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.

The subrecipient will hold harmless the United States and its agents and employees, the state of Illinois and its agents and employees, from and against all claims, damages, losses, and expenses arising out of or resulting from the approval of work, regardless whether such claim, damage, loss or expense is entirely or in part by the United States or the State of Illinois. The child care program understands that the release of all information by the Department and the Grantee, in any manner, is hereby authorized whether such information is of record, and I hereby release all persons, agencies, firms, companies, and entities, from any damages resulting from such information.

The subrecipient will use the proceeds of the sub-award supported by the Grantee exclusively for revenue loss and/or expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) between July 1, 2020 and through December 31, 2020.

The subrecipient will not use any proceeds of the sub-award for expenditures that have been or will be reimbursed by any other grant source, including but not limited to Head Start/Early Head Start, Preschool for All/Prevention Initiative, grants from school districts or local governments, disaster relief funding, or the forgivable portion of loans such as the Paycheck Protection Program.

The proceeds of this sub-award will be used to address costs and losses incurred due to the subrecipients' interruption or other adverse conditions caused by the COVID-19 pandemic. Grant proceeds may be used to reimburse costs and losses such as

- inventory,
- equipment (including Personal Protective Equipment and other supplies to promote health and safety),
- staff compensation (including salaries, wages, paid leave, and group healthcare benefits),
- rent or mortgage payment,
- technology to facilitate e-learning, professional services procured and social distancing and cleaning and disinfecting services), and
- other costs of operation in accordance with the applicable administrative rules or the policy directives of the grantor incurred during the period that begins on July 1, 2020 and ends on December 31, 2020.

All spending related to this program must be reimbursable by the Federal Coronavirus Relief Fund, as prescribed by 601(a) of the Social Security Act and added by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act including all subsequent federal guidance.

An award made to the subrecipient in this round of funding does not bar the subrecipient from applying for future funding opportunities if they continue to meet the eligibility requirements established.

Subrecipient certifies that at least 25% of the child care program's revenue are received from private pay tuition or IDHS Child Care Assistance Program (CCAP).

Subrecipient certifies that monthly reports, due the 15th day of the following month (Sept. 15th, October 15th, etc) will be submitted to the Grantee in a timely manner.

Subrecipient certifies that the child care program is open and currently caring for children at the time of application.

Subrecipient certifies that it will return any unused portion of the grant award.

Subrecipient certifies that it will maintain and make available to INCCRRA, the State of Illinois and the US Department of the Treasury upon request all documents and financial records in compliance with all related Treasury guidance and subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). All records pertinent to the sub-award shall be retained for five years from the last payment made from the Child Care Restoration Grant Program

If awarded a grant, the subrecipient agrees to sign the 'Receipt of Approval Form' and return with their first monthly report due on September 15, 2020. The Form will be provided by INCCRRA after award has been calculated and confirmed.

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SIGNATURE PAGE

The individual below, acting in the capacity to represent the subrecipient in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief. I declare under penalty of perjury that the above statements are true and correct.

Authorized Representative (Name) _____

Signature _____

Title _____ Date _____

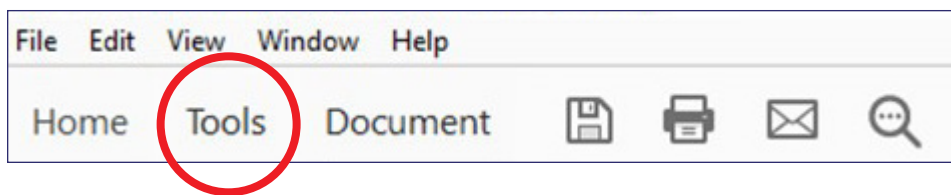
Name of Program _____



How to Create an Electronic Signature in a pdf (Adobe Acrobat)

1 Open the pdf document in Acrobat Adobe Reader.

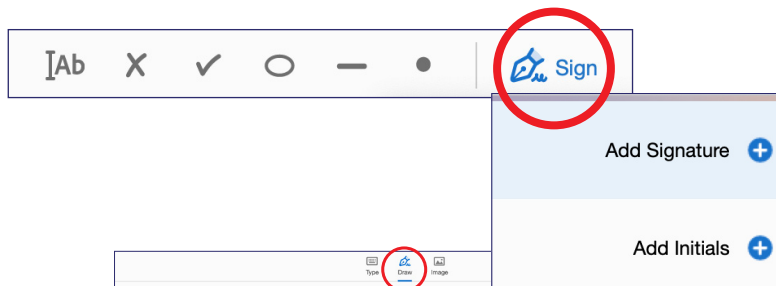
2 Select the **“Tools”** tab in the top menu bar.



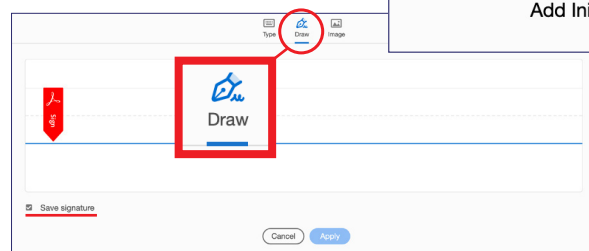
3 Select **“Fill & Sign”**.



4 Click the **“Sign”** button and then **“Add Signature.”**



5 Select the **“Draw”** option.
Then, using your mouse, sign your name in the box. *Note: You will have the option to save your signature for future use.*



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