

Illinois Department of Commerce and Economic Opportunity
Local CURE's Economic Support Payments Grant Program

NOFO ID: 2433-1681

Agency-specific Content for the Notice of Funding Opportunity

A. Program Description

The State of Illinois Department of Commerce and Economic Opportunity ("DCEO" or the "Department") welcomes applications from Illinois municipalities and counties located outside of Cook, DuPage, Kane, Lake, and Will counties (collectively, "Local Governments" or individually, a "Local Government") for Local CURE's Economic Support Payments Grant Program ("ES Program") administered by DCEO through the Local Coronavirus Urgent Remediation Emergency Support Program ("Local CURE Program"). The Local CURE Program administers federal funds from the Coronavirus Relief Fund provided to the State of Illinois pursuant to section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") by providing financial support to units of local government. The ES Program is authorized by Public Act 101-636, Public Act 101-637 and Title 14 Illinois Administrative Code Part 700 (14 Ill. Admin. Code Part 700) to reimburse Local Governments for economic support payments made to qualified businesses within their jurisdictions that have experienced interruption of business attributable to the COVID-19 public health emergency.

The ES Program will assist Local Governments that have provided or will provide financial assistance to businesses that have experienced significant disruption or temporary closure (a "business interruption") of their business attributable to the COVID-19 public health emergency. Financial assistance to qualified businesses for the cost of business interruption shall be advanced by the Local Government and may only be in the form of grants, expense reimbursements or subsidies. In the application, Local Governments must provide a narrative and documentation of established administrative procedures for the program, including any application guidelines or procedures, agreements, certifications, and other accountability measures that may be imposed upon recipients of funds under the program to ensure only eligible businesses receive financial support.

The ES Program is reimbursement only. Local Governments that receive grants may be reimbursed for costs incurred by the qualifying businesses from the period March 1, 2020 through December 30, 2020. Local Governments may apply for reimbursement for economic support programs initiated prior to this NOFO from the period of March 1, 2020 through December 30, 2020. Programs initiated prior to this NOFO must meet eligibility criteria and accountability requirements identified in this NOFO.

Funds provided to business participants by Local Governments for the cost of business interruption shall be advanced by the Local Governments from a source other than direct federal funds or federal pass-through funds, including, but not limited to, any portion of the allotments received through the Local CURE Program (see 14 Ill. Admin. Code 700.80(a)). DCEO will then reimburse the Local Governments for subawards incurred through an Economic Support Payments Grant. Local Governments cannot use amounts received from an allotment provided by 14 Ill. Admin. Code 700.80(a) of Local CURE to fund the economic support payments component of the ES Program.

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To be funded under the ES Program, a Local Government must have an approved application and executed grant agreement with DCEO. The grant agreement will include a repayment obligation by Local Governments if financial support issued to businesses are found ineligible.

Up to \$15 million has been appropriated to the initial round of the ES Program. Additional funds may be allotted for the purpose of this NOFO, per the Local CURE administrative rules. This allotment is established by 14 Ill. Admin. Code 700.80(e)(1). Awards will be given on a rolling basis until funds from the NOFO are depleted. Awardees will be identified in the windows, as defined below.

- If an applicant misses an awarding window they may apply for a subsequent window, which opens immediately after the previous window expires.
- If an application is unsuccessful in one awarding window, the applicant may apply in a following awarding window.
- If an application is funded through a grant agreement but is not funded at 100% of the application’s request, the grant award amount may be increased during a subsequent funding window through a “Grant Modification.”
 - Grant Modifications to increase an award do not need to be requested through this NOFO. A formal written request to increase the grant award via a Grant Modification will be accepted and reviewed by DCEO’s Grant Manager and will be entertained only if: 1) funding within the ES Program awarding window is available and 2) the Grantee has drawn or provided documentation proving the Grantee will draw 100% of the existing grant award.
- Only one application per unit of local government per funding window will be accepted. If multiple applications are submitted, the Department will accept the first application submitted within the window.

Application Window Open	Application Window Close
September 29, 2020	October 16, 2020
October 17, 2020	October 30, 2020
October 31, 2020	November 13, 2020
November 14, 2020	November 30, 2020
December 1, 2020	December 11, 2020
December 12, 2020	December 28, 2020
December 29, 2020	*January 8, 2021
January 9, 2021	*January 15, 2021
<i>*Applications received under the January windows may only fund existing & previously concluded economic support programs.</i>	

All financial assistance provided through the ES Program must be reimbursable by the federal Coronavirus Relief Fund in accordance with Section 5001 of the federal CARES Act and any related federal guidance issued by the U.S. Department of the Treasury.

B. Funding Information

This grant program is utilizing federal pass-through funds. Funds for the ES Program will come from the Local Coronavirus Urgent Remediation Emergency Fund using federal Coronavirus Relief Fund dollars (CFDA #: 21.019).

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14 Ill. Admin. Code 700.120 permits eligible municipalities and counties that meet the criteria set forth in 14 Ill. Admin. Code 700.40(b) to apply.

The current amount of grant funds available for this funding opportunity is \$15,000,000. An additional amount of funds, up to \$15,000,000, may be allocated to this program on or after December 1. Award winners of the first \$15,000,000 allotment may be eligible for modifications to increase the grant award and will receive a preference if additional ES Program funds become available. Any unexhausted funds will then be used to award new grants through the remaining application windows set forth in this NOFO. Grants will be awarded to Local Governments following a merit review of the Local Government’s proposed economic support payments program, including its due diligence procedures and adherence to the requirements of this NOFO and the ES Program administrative rules (14 Ill. Admin. Code §§ 700.60(b); 700.120). If a Local Government applicant meets the eligibility criteria set forth in this NOFO, the Local Government applicant shall receive a grant up to the maximum amount of eligible grant funds as set forth in section E.2, until the allotted funds are exhausted in the applicable Restore Region, per the Funding Allocation Table. Any funds awarded in a Restore Region that are not used by December 1, and for which the grantee indicates will not be expended by the end of the grant term will be re-allocated into the pool of available funds in the grantee's Restore Region for use by other grantees or applicants. If a Restore Region's allotted share of funds has not been awarded in full by December 1, 2020, the Department may reallocate funds to other Restore Regions for which there remains a need for ES Program funds.

Local CURE’s Economic Support Payments Grant Program <i>“Funding Allocation Table”</i>			
Restore Region	LGDF¹ Population	% Basis	ES NOFO Allotment
1 North	704,954	14.541%	\$2,181,150
2 North-Central	1,280,130	26.405%	\$3,960,750
3 West-Central	581,432	11.993%	\$1,798,950
4 Metro East	685,018	14.129%	\$2,119,350
5 Southern	424,810	8.762%	\$1,314,300
6 East-Central	746,270	15.393%	\$2,308,950
7: Local governments in Kankakee County only	113,449	2.340%	\$351,000
9: Local governments in McHenry County only	312,066	6.437%	\$965,550
	4,848,129	100.000%	\$15,000,000
<i>¹LGDF Population means the population data most recently used by the Illinois Department of Revenue to determine funding under the Local Government Distributive Fund (LGDF) formula.</i>			

Applicants must submit a project narrative that describes in detail the proposed project activities (i.e., how the applicant intends to execute the award). The project narrative should include outreach to minorities and non- or limited English-speaking business owners. The project narrative must include enough information for DCEO to understand the scope of the project including project administration and any additional necessary detail to enable DCEO to manage the grant agreement activity against planned project performance. A detailed breakdown of the project tasks and the project timeline is also required. The Project Narrative must additionally include descriptions of how the applicant’s project would meet the criteria as defined in Section E.1, below.

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The release of this NOFO does not obligate the Department to make an award.

C. Eligibility Information

An entity may not apply for a grant until the entity has registered and pre-qualified through the Grant Accountability and Transparency Act (GATA) website / Grantee Portal, found at www.grants.illinois.gov under the Grantee Links tab. During pre-qualification, verifications are performed including a check of the federal Debarred and Suspended list and of the applicant's status on the Illinois Stop Payment List.

The GATA Grantee Portal will verify that the entity:

- Has a valid FEIN number;
- Has a valid DUNS number;
- Has a current SAM.gov account;
- Is not on the Federal Excluded Parties List;
- Is in Good Standing with the Illinois Secretary of State, as applicable;
- Is not on the Illinois Stop Payment list; and
- Is not on the Department of Healthcare and Family Services Provider Sanctions list.

An automated email notification to the entity alerts them of "qualified" status or informs how to remediate a negative verification (e.g., inactive DUNS, not in good standing with the Secretary of State). A federal Debarred and Suspended status cannot be remediated.

Pursuant to the policy of the Illinois Office of the Comptroller, to receive grant funds from the State of Illinois, a grantee must be considered a regarded entity by the IRS for federal income tax purposes. Disregarded entities will not be eligible to receive grant funds.

1. Eligible Applicants include:

Local Governments that are either a municipality or county within the State of Illinois, except for Local Governments, or portions thereof, located within the five counties of Cook, Lake, Will, Kane and DuPage.

The Department complies with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.), The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a-and 2000H-6), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), and The Age Discrimination Act (42 USC 6101 et seq.).

2. Cost Sharing or Matching.

Cost sharing and /or matching is not required.

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3. Indirect Cost Rate.

14 Ill. Admin. Code §§ 700.60(b)((4)(H) and 700.120(c) state that Local Governments are not permitted to receive reimbursement for indirect costs.

4. Other, if applicable.

Pre-Award Costs

The program will reimburse for pre-award costs. Costs must have been incurred between March 1, 2020 and December 30, 2020.

Definitions of Terms used in this NOFO

The following definitions are applicable to the ES Program and this NOFO:

"Business" means a for-profit enterprise or non-profit organization lawfully conducting business in Illinois. This term does not include any business that is prohibited from receiving funds under section 5001(b) of the CARES Act.

"Business Interruption Grant Program" or "BIG Program" means the financial assistance program funding opportunities administered by the Department and implemented in 14 Ill. Admin. Code Part 690. (See 20 ILCS 605/605-1050.)

"Business participant" means the business that receives financial assistance under the ES Program.

"Cost of business interruption" means:

- decreases in revenue caused by closing or limiting access to the business establishment to comply with COVID-19 prevention directives or to otherwise prevent the spread of COVID-19 within the business establishment;
- decreases in revenue caused by decreased customer demand as a result of the COVID-19 emergency; or
- other revenue reductions approved for reimbursement from the Coronavirus Relief Fund by the U.S. Department of the Treasury.

"COVID-19" means the novel coronavirus disease deemed COVID-19 by the World Health Organization on February 11, 2020.

"Incurred" in relation to costs or expenses means expenditures by the Local Government associated with economic support in connection with the COVID-19 public health emergency. In reference to businesses, "incurred" means the cost of business interruption due to the COVID-19 public health emergency.

"Non-profit organization" means an organization that is registered as a non-profit corporation with the Illinois Secretary of State.

"Qualifying business" means a business or organization that experienced or is experiencing business interruption due to the COVID-19 public health emergency and for which provision of financial assistance under the ES Program is eligible for reimbursement as prescribed by section 601(a) of the Social Security Act (42 USC) as added by section 5001 of the CARES Act, or other federal legislation addressing the

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COVID-19 emergency. A qualifying business includes self-employed individuals and independent contractors.

Business Types Excluded from Financial Support under the ES Program **(financial support to these entities would be disallowed)**

- a private club or business that limits membership for reasons other than capacity;
- a government-owned business entity (except for businesses owned or controlled by a Native American tribe);
- a business that derives at least 33% of its gross annual revenue from legal gambling activities, unless, subject to the Department's approval, the business is a restaurant with gaming terminals;
- a business engaged in pyramid sales, in which a participant's primary incentive is based on the sales made by an ever-increasing number of participants; and
- payday lenders.

Ineligible Businesses **(financial support to these entities would be disallowed)**

A business shall be ineligible to receive financial support through an ES Program grant if it:

- is delinquent on payment of any State of Illinois tax obligation;
- is engaged in a business that is unlawful under Illinois or federal law;
- has already received assistance, or notice of award of assistance, under the BIG Program; (*list of businesses can be accessed [here](#)*)
- is on the federal System for Award Management excluded parties list; or
- does not meet any other eligibility criteria established in a financial assistance application.

Eligible Incurred Expenditures

Eligible incurred expenses by a Local Government for the ES Program must meet the restrictions on the use of Local CURE Program funds (see 14 Ill. Admin. Code 700.50) and reimburse the cost of business interruption. 14 Ill. Admin. Code 700.50 provides that Local CURE Program funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Local Government; and
3. Were incurred during the period that begins on March 1, 2020 and ends December 30, 2020.

Ineligible Expenditures **(financial support for these expenditures would be disallowed)**

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- expenses that have been or will be reimbursed under any State, local, or federal program, such as expenses or losses that were reimbursed by a loan forgiven under the CARES Act's Paycheck Protection Program;
- damages covered by insurance;
- expenditures prohibited by section 5001(b) of the CARES Act;
- reimbursement to donors for donated items or services;
- workforce bonuses other than hazard pay or overtime;
- severance pay;
- legal settlements;
- Indirect costs of the Local Government; and
- any other expense not reasonably incurred due to the COVID-19 emergency.

D. Application and Submission Information

5. Address to Request Application Package.

Grant application forms are available at the web link provided in the "Grant Application Link" field of this announcement or by contacting the Program Manager:

Tammy Harter

e-mail: CEO.CURE@illinois.gov

6. Content and Form of Application Submission.

A standard application package must be submitted and reviewed by DCEO. Each package must contain the following items:

- Uniform Grant Application in fillable PDF format (print, sign, and scan the signature page with submission)
- Uniform Budget utilizing the template provided by DCEO for this project (print, sign, and scan the signature page with submission)
- Conflict of Interest Disclosure
- Mandatory Disclosure
- Project Narrative – The project narrative must be a maximum of 3 pages, font size must be 11 points or larger (smaller text in figures, graphs, diagrams and charts is acceptable as long as it is legible), paper size no larger than standard letter paper size (8.5" x 11").

The Project Narrative must include a description of the following:

- The types of businesses or industries that will be served by the program

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- The method of selecting business participants
- A summary of how the proposed grant program adheres to the U.S. Department of the Treasury's Coronavirus Relief Fund guidance
- How the program passes the "reimbursable expenditure test" as outlined on DCEO's [Local CURE webpage](#).
 - The expense is connected to the COVID-19 public health emergency
 - The expense is "necessary" as defined by the U.S. Department of the Treasury guidance
 - The expense is not filling a shortfall in government revenues
 - The expenses were not accounted for in the budget most recently approved by the Local Government
 - The expense is not being reimbursed through a different emergency response program
 - The expense would not exist without the COVID-19 public health emergency or would be for a substantially different use
 - The expense was incurred between March 1, 2020 and December 30, 2020
- The form of financial assistance being provided to businesses (e.g., grants, subsidies, expense reimbursement)
- Documentation of established administrative procedures for the program, including any application guidelines or procedures, agreements, certifications, and other accountability measures that may be imposed upon recipients of funds under the program to ensure only eligible businesses receive financial support.
- A narrative about the due diligence procedures and controls the Local Government will implement to ensure funds are expended within the parameters of the ES Program, the CARES Act and the U.S. Department of the Treasury guidance
 - The Local Government must receive a certification from all businesses participating in the program, executed as part of the application for or receipt of financial assistance, attesting that it is an eligible business as defined in 14 Ill. Admin. Code 700.60(b) and this NOFO, and to its obligation to comply with the requirements of the ES Program and the related administrative rules at 14 Ill. Admin. Code Part 700. A sample of the certification used in the DCEO Business Interruption Grant (BIG) Program is attached as a reference.
- The source of funding and amount for which the Local Government has local funds available to advance as economic support payments of the program

The project narrative must be a maximum of 3 pages, font size must be 11 points or larger (smaller text in figures, graphs, diagrams and charts is acceptable as long as it is legible), paper size no larger than standard letter paper size (8.5" x 11").

7. Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM).

Each applicant (unless the applicant is an individual or Federal or State awarding agency that is exempt from those requirements under 2 CFR § 25.110(b) or (c), or has an exception approved by the Federal or State awarding agency under 2 CFR § 25.110(d)) is required to:

- (i) Be registered in SAM before submitting its application. To establish a SAM

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registration, go to www.SAM.gov and/or utilize this instructional link: How to Register in SAM from the www.grants.illinois.gov Resource Links tab.

- (ii) Provide a valid DUNS number in its application, which matches the DUNS number used in both the applicant entity’s SAM registration and its GATA registration; and
- (iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal, Federal pass-through or State award or an application or plan under consideration by a Federal or State awarding agency. The Department will not make a Federal pass-through or State award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make a Federal pass-through or State award, the Department may determine that the applicant is not qualified to receive a Federal pass-through or State award and use that determination as a basis for making a Federal pass-through or State award to another applicant.

8. Submission Dates and Times.

Application packets must be received in whole by the end of the day (11:59 pm Central Time) on the “Application Window Close” date.

Application Window Open	Application Window Close
September 29, 2020	October 16, 2020
October 17, 2020	October 30, 2020
October 31, 2020	November 13, 2020
November 14, 2020	November 30, 2020
December 1, 2020	December 11, 2020
December 12, 2020	December 28, 2020
December 29, 2020	*January 8, 2021
January 9, 2021	*January 15, 2021
<i>*Applications received under the January windows may only fund existing & previously concluded economic support programs.</i>	

Respondents should submit one electronic copy to CEO.CURE@illinois.gov. The email should be labeled “Economic Support Payments Grant Program NOFO Application” in the subject line.

Late applications will be reviewed with the next funding round or may not be reviewed or considered, upon Department discretion.

9. Intergovernmental Review, if applicable.

N/A

10. Funding Restrictions.

All financial assistance provided through the ES Program must be reimbursable by the Federal Coronavirus Relief Fund in accordance with Section 5001 of the federal CARES Act, any related federal guidance, and the Local CURE Program as authorized by 20 ILCS 605/605-1045 and 14 Ill. Admin. Code Part 700.

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Pursuant to 14 Ill. Admin. Code 700.60, administrative costs are not allowed under this program. However, with proper documentation administrative costs of this grant opportunity may be charged to allotments received from 14 Ill. Admin. Code 700.80(a).

11. Other Submission Requirements.

Files containing Application packets and supporting documents that are too large to send via standard email may be shared using the CMS data sharing link (<https://filet.illinois.gov/filet/pimupload.asp>). This link provides a secure platform to transfer large files to Illinois employees. Respondents must confirm receipt of the application and documents by contacting the program contact listed in this NOFO.

Electronic submissions including links to documents stored in Google Docs or other cloud-based servers are not allowed.

E. Application Review Information

1. Criteria.

Grants will be awarded to Local Governments following a merit review of the Local Government's proposed economic support payments program, including its due diligence procedures and adherence to the requirements of this NOFO and the ES Program administrative rules (14 Ill. Admin. Code §§ 700.60(b); 700.120) to determine if the applicant meets the eligibility criteria set forth in this NOFO.

Grant proposals will be reviewed and scored on a 100-point scale. DCEO will award the full point allotment in each section if the applicant can demonstrate the following criteria:

Capacity (50pts): The applicant demonstrates the ability to execute a program according to the requirements in the NOFO and the U.S. Department of the Treasury's Coronavirus Relief Fund guidance and identifies the source of funding and amount for which the Local Government has local funds available to advance as economic support payments of the program.

Need (20pts): The applicant adequately describes the types of businesses or industries that will or have been served by the program and the form of financial assistance being provided to businesses (e.g., grants, subsidies, expense reimbursement).

Quality (30pts): The totality of features includes an adequate method of selecting eligible business participants, due diligence procedures and controls to ensure the program passes DCEO's "reimbursable expenditure test" and are expended within the parameters of the ES Program, and documentation of established administrative procedures.

2. Review and Selection Process.

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Applications will be reviewed based on the application window in which they were received as defined in Section A of this NOFO. Awards will be based on the geographic pro rata distribution defined in Section B of this NOFO. Once the funds for each defined region are depleted, no other awards will be given for that region unless additional funds become available for the ES Program through a reallocation in the Local CURE Program funds or if another Restore Region has remaining funds available after December 1, 2020 as follows:

- Priority will be given to increase the award amounts on a per capita basis to existing ES Program grantees that did not receive the full amount of grant funds requested in their applications and are still in need of additional funds.
- Any remaining funds will then be pooled by Restore Region and used to award new grants from the regions' available funds through the remaining application windows set forth in this NOFO.
- If a Restore Region's allotted share of funds has not been awarded in full by December 1, 2020, the Department may reallocate funds to other Restore Regions for which there remains a need for ES Program funds and awarded as indicated in this paragraph.

A panel of merit reviewers will score each window of applicants, and if deemed eligible under criteria specified in Section E.1 of this NOFO, the application may receive an award if funds are available in the applicable region. Those applications deemed eligible for an award will receive the lesser of the application request or a pro rata share from the pool of available funds.

The Merit Based Review process is subject to appeal. However, competitive grant appeals are limited to the evaluation process. Evaluation scores may not be protested. Only the evaluation process is subject to appeal. The appeal must be submitted in writing to the Department within 14 calendar days after the date that the grant award notice has been published. The written appeal shall include the name and address of the appealing party, the identification of the grant and a statement of reasons for the appeal.

To file an appeal, applicants must submit the appeal in writing and in accordance with the Merit-Based Application Review Appeals Process listed on the Grant Opportunities page of the DCEO website: <https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/MeritAppReview.aspx>.

3. Anticipated Announcement and State Award Dates, if applicable.

The Department will process the applications received as soon as possible. The date of any award will depend on the volume of applications received. The Department reserves the right to issue a reduced award, or not to issue any award.

After completion of the Merit Review Process, and providing any additional information requested by the grantor, the Notice of State Award (NOSA) will be issued to the awarded grantees. The NOSA will specify the funding terms and specific conditions resulting from the pre-award risk assessments and the merit review process. The NOSA must be accepted (electronically signed) in the GATA Portal by an authorized representative of the grantee organization.

F. Award Administration Information

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1. State Award Notices.

The Notice of State Award (NOSA) will specify the funding terms and specific conditions resulting from the pre-award risk assessments. The NOSA must be accepted in the GATA Portal by an authorized representative of the grantee organization. The NOSA is not an authorization to begin performance or incur costs.

2. Administrative and National Policy Requirements.

- Local Government Grantees shall:

- A) require that all business participants that receive financial support through the grant award shall sign a certification that attests to eligibility for this program; and
 - B) condition financial support to qualifying businesses on compliance with programmatic requirements, including, but not limited to, the Local CURE Program, the CARES Act, and the U.S. Department of the Treasury guidance.
- See Section C.3 for requirements and limitations related to indirect costs.
 - All financial assistance provided through the ES Program must be reimbursable by the federal Coronavirus Relief Fund in accordance with Section 5001 of the federal CARES Act and any related federal guidance.
 - The Notice of State Award (NOSA) and Uniform Intergovernmental Grant Agreement will specify the terms and conditions of the award.
 - The terms and conditions of the Uniform Intergovernmental Grant Agreement executed by the Local Government and the Department will be consistent with the requirements of the Local CURE Program, including the administrative rules, the CARES Act and the guidance issued by the U.S. Department of the Treasury, including any subsequent amendments thereto. If any of the relevant State or federal statutes, rules and guidance are amended in a manner that mandates a change to the terms of the ES Program grant agreement with the Local Government, the Department will initiate an amendment of the grant agreement to be compliant with the required statutes, rules and guidance.

3. Reporting.

Periodic Performance Report (PPR) and Periodic Financial Report (PFR)

Grantees funded through this NOFO are required to submit in the format required by the Grantor, on a monthly basis, the PPR and PFR electronically to their assigned grant manager. The first of such reports shall cover the first three months after the award begins.

Pursuant to 2 CFR 200.327, Periodic Financial Reports shall be submitted no later than 30 calendar days following the period covered by the report.

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Pursuant to 2 CFR 200.328, Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Periodic Performance Reports will entail at least the following: grants awarded and information on grant recipients, any additional reporting requirements will be disclosed in the NOSA.

Grantees are required within 45 calendar days following the end of the period of performance to submit a final closeout report in the format required by the Grantor (*See* 2 CFR 200.343).

Monitoring

Grantees funded through this NOFO are subject to fiscal and programmatic monitoring visits by the Department in accordance with 2 CFR 200.336. They must have an open-door policy allowing periodic visits by Department monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also maintain contact with participants and monitor progress and performance of the agreements. The Department may modify grants based on performance.

The Local Government grantees will be responsible for the repayment to the Department of any costs for funding issued to businesses that are found, by the federal government, the Department, or any other State agency:

- A) to be ineligible under the Economic Support Payments Grant Program; or
- B) to have misspent funds.

The Department reserves the right to seek a refund from the Local Government if it finds the Local Government made a false or fraudulent claim for funds or the funds were spent on ineligible expenses. The Department also may seek a refund from a Local Government if the federal government, the Department, or other State agency finds that the Local Government did not properly spend the funds, was reimbursed for ineligible costs, or received reimbursement under the ES Program of costs that were reimbursed through another federal or State program.

Records Retention

Local Governments that request or receive funds under the ES Program shall maintain, for five years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the ES Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Business participants in the ES Program shall maintain all records related to the program until at least March 31, 2026, unless a longer retention period is set forth in any financial assistance agreement or certification, or until after the conclusion of all litigation, claims or audit exceptions involving the records have been resolved and final action taken, whichever is latest. Local Governments are responsible for ensuring business participants adhere to these requirements.

Audit

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Grantees shall be subject to Illinois' statewide Audit Report Review requirements. Terms of the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules set forth under the Grant Accountability and Transparency Act shall apply (See 30 ILCS 708/65(c)).

G. State Awarding Agency Contact(s)

For questions or to address problems while the funding opportunity is open, please contact:

Tammy Harter

e-mail: CEO.CURE@illinois.gov

H. Other Information, if applicable

This program is an initiative supported by the federal Coronavirus Relief Fund. Funds will be administered per the period of allowable use as determined by the U.S. Department of the Treasury or until they are exhausted, whichever comes first.

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STATE OF ILLINOIS
BUSINESS INTERRUPTION GRANT PROGRAM
CERTIFICATIONS AND REQUIREMENTS

The Business Interruption Grant Program (the "Program") is supported by grant agreements ("Agreement" or "Agreements") between the Illinois Department of Commerce and Economic Opportunity (the "Department") and qualified Grantees ("Grantee") which authorize the Department to grant funds to the Grantee ("Award" or "Awards") in support of eligible activities under the Program. The Agreements authorize 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, you shall adhere to the terms and procedures established by the Grantee under this Program, including the Department's administrative rules (available [here](#)).

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 business and its representatives shall warrant that all material facts presented are accurate. If your business is unable to provide this assurance, it is ineligible to receive an Award under this Program. Frequently asked questions and eligibility guidelines may be found [here](#).

General Covenants, Representations, and Warranties

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

1. The subrecipient is a business that is independently owned and operated, is not dominant in its field, and employs at least one employee as of March 1, 2020.
2. The subrecipient has incurred eligible costs and losses due to a business interruption caused by COVID-19 that is equal to or greater than the value of the subaward.
3. The applicant 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 Act, P.L. 116-136 (the CARES Act).
4. The applicant shall use the subaward for eligible losses and costs as established by the Department and the U.S. Department of the Treasury.
5. The information and supporting documentation provided on behalf of the subrecipient for the Program application, the ACH Authorization and Agreement, the IRS Form W-9, is true and accurate in all material respects. The subrecipient understands that the Grantee will transfer the subaward via ACH to the bank account indicated on the ACH Authorization form.
6. The subrecipient has the legal authority to apply for federal, State and local assistance, and that the subrecipient will comply with the established requirements of this subaward.
7. The subrecipient has complied and will continue to comply with all relevant laws, regulations, and executive orders from the State and federal government, including the social distancing guidelines as promulgated by the Executive Orders of the Illinois Governor.
8. 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.

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9. 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).
10. The subrecipient will comply with all relevant laws and regulations concerning non-discrimination.
11. That 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.
12. The applicant is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency, and will not enter into a contract with a contractor who is on any federal or state debarred contractor list.
13. 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.
14. The subrecipient will take all practical steps to remain viable, solvent, and in operation. Additionally, the subrecipient attests that the subrecipient has not taken any material steps to dissolve the subrecipient, permanently cease operations, or sell substantially all of its assets in 2020.
15. The subrecipient has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the subrecipient and its authorized representative, threatened against or affecting the subrecipient (or its officers and directors) in respect of the assets or the subrecipient nor, to the knowledge of the subrecipient and its authorized representative, 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 its assets.
16. The subrecipient has no action, suit or proceeding pending or, to the knowledge of the subrecipient or its authorized representative, threatened which questions the legality or propriety of the transactions contemplated by this Agreement.
17. 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.
18. Neither the subrecipient nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.
19. 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 subrecipient 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.

- (i) **The subrecipient acknowledges that the Illinois False Claims Act (740 ILCS 175/1, et seq.) applies to this certification, and any false claims or representations made by the subrecipient or its authorized representative in connection with the Program may subject the subrecipient or its authorized representative to liability under the Illinois False Claims Act and other applicable law.**

Program-Specific Covenants, Representations, and Warranties

The subrecipient hereby represents to the Grantee and the Department, **as the grantor of the Program**, that the following is true and correct and, except where expressly noted, shall remain true and correct:

- (ii) The subrecipient will use the proceeds of the subaward supported by the Program exclusively for costs and losses incurred due to the business interruption or other adverse conditions caused by the Coronavirus Disease 2019 (COVID-19) pandemic. For purposes of this Program, costs incurred during a business interruption may be classified as a cost related to COVID-19. 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), compensation (including salaries, wages, tips, paid leave, and group healthcare benefits), rent, technology to facilitate e-commerce, professional services procured (including the design and construction of environments necessary to promote physical 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 that was incurred during the period that begins on March 1, 2020, and ends on December 30, 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. Expenses that have been or will be reimbursed under any other federal program are not eligible for reimbursement through the proceeds of this subaward.
- (iii) The subrecipient (and all businesses owned, operated, or affiliated with the subrecipient) is eligible to receive a subaward in this round of disbursements and to apply for grant funds in future rounds. However, the value of the current subaward will be deducted from any future subaward granted to the business under this program.

Requirements Between Grantee and Subrecipients

As stipulated in the Agreements between the Department and the Grantee, the Grantee must include language for any sub-awards made pursuant to these Agreements between the Department and the Grantee. All sub-awardees (subrecipients) are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor. The requirements of the Grantee below shall also apply to the subrecipient unless otherwise stipulated.

- (i) Records Retention. Grantee shall maintain for five (5) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents,

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statistical records, and all other records pertinent to this Award, adequate to comply with guidance provided by the U.S. Department of the Treasury labeled "Memorandum for Coronavirus Relief Fund Recipients" dated July 2, 2020, and the minimum requirements of 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

(ii) Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

(iii) Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

(iv) Subrecipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

(v) Application of Terms. Grantee shall advise any subrecipient of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its subrecipients, Grantee shall insert term(s) that requires that all subrecipients adhere to the terms of this Agreement.

(vi) Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

(vii) Cooperation with Audits and Inquiries, Confidentiality. The Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed

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confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

The individual below, acting in the capacity to represent the Business ("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

_____	_____	_____	_____
Signature	Name	Title	Date

SAMPLE