

# STATE OF ILLINOIS

## 2023 Smart Start Transition Grants – Attestation

### ROUND 1 COVERING OCTOBER, NOVEMBER, AND DECEMBER 2023

The Smart Start Transition Grant (The 'Program') is administered by the Illinois Department of Human Services. The Program is supported by a grant agreement ("Agreement") between the Illinois Department of Human Services (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 Agreement authorizes the Grantee to provide beneficiary payments to eligible participants that meet certain conditions. As an eligible participant, your Business ("Beneficiary") 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 Beneficiary, 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 Beneficiary, I agree and certify that:

- The information provided on behalf of the Beneficiary for the Program application and the IRS Form W-9 are true and accurate.
- The Beneficiary is a licensed child care center, a licensed family child care home or group home operating as of June 1, 2023 and is currently open and caring for children.
- The Beneficiary certifies no more than 75% of program revenue is received through the Early Childhood Block Grant or Head Start/Early Head Start as indicated in the application.
- The Beneficiary certifies that at least 10% of licensed capacity at time of application is enrolled in the Child Care Assistance Program (CCAP) in one or more months between January 2022 and the date of its Smart Start Transition Grant application.
- The Beneficiary understands that any funding provided by this beneficiary payment is being provided under the Program and is authorized under the federal funding guidelines. Funding may only be used for eligible costs as established by the Department and the U.S. Department of Health and Human Services, who governs these funds.
- The Beneficiary has the legal authority to apply for federal, State, and local assistance, and has the institutional, managerial, and financial capability to ensure that the child care program will comply with the established requirements of this beneficiary payment. The Beneficiary complies with all relevant laws, regulations, and executive orders from the State and federal government.
- The Beneficiary 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 Beneficiary 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 Beneficiary will comply with all relevant laws and regulations concerning non-discrimination.

- The Beneficiary 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 Beneficiary will take all practical steps to remain viable, solvent, and in operation. Additionally, the Beneficiary attests that it has not taken any material steps to dissolve in 2023 and does not plan to in 2024.
- The Beneficiary has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the Beneficiary, threatened against or affecting the Beneficiary (or its officers and directors) in respect of the assets of the Beneficiary nor, to the knowledge of the Beneficiary, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the Beneficiary is the plaintiff or claimant which relates to the Beneficiary or assets of the Program.
- The Beneficiary 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 Beneficiary 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.
- Neither the Beneficiary nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.
- The Beneficiary 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 of 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, and I hereby release all persons, agencies, firms, companies, and entities, from any damages resulting from such information.
- The Beneficiary will use the proceeds of the beneficiary payment supported by the Grantee exclusively for requirements under the program and in accordance with the approved budget submitted by the Beneficiary and approved by the Grantee.

The proceeds of this beneficiary payment will be used to stabilize and supplement program operations in accordance with the following categories:

- At least 75% of the beneficiary payment must be spent on enhanced personnel including: increases in wages and benefits or other areas of compensation; staff bonuses; health, dental, and vision insurance; scholarships; paid sick or family leave; retirement contributions; ongoing professional development or training; premium or hazard pay; mental health consultations for staff; and other types of mental health supports to staff; and recruitment and retention of staff
- If 75% of the beneficiary payment is not spent on enhanced personnel costs your future transition grant amounts may be reduced, or you may be asked to return the unused funding.
- For the remaining 25% of the beneficiary payment, a Beneficiary may allocate funding towards the following categories:
  - rent or mortgage payments, utilities, facilities maintenance or improvements defined as minor renovations, and insurance, including late fees or charges related to late payment; minor facilities renovations that do not meet the definition of major renovation in 45 CFR 98.2; and maintenance,
  - mental health services, including infant and early childhood mental health consultation,
  - improvements to quality, including materials, resources and curriculum that improve the quality of the program,
  - other costs of operation in accordance with the applicable administrative rules.

The Beneficiary will not use any proceeds of the beneficiary payment 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 Beneficiary certifies that they will meet certain requirements throughout the period of the beneficiary payment, including:

- When open and providing services, the Beneficiary will implement policies in line with guidance and orders from state and local authorities,
- For each employee (including lead teachers, aides, and staff that are employed by the Beneficiary to work in child care transportation, food preparation, and any other staff that the Beneficiary employs for child care related purposes), the Beneficiary will pay at least the same amount in weekly wages and maintain the same benefits (such as health insurance and retirement, if applicable) as was paid in 2022. The beneficiary must maintain this through January 31, 2024. The Beneficiary may not involuntarily furlough employees from the date of application submission through January 31, 2024.
- The Beneficiary will submit quarterly reports detailing expenditures made during each month of the preceding quarter by the 15th of the month following the grant period.
- Beneficiary agrees to continue to participate in the IDHS Child Care Assistance Program (CCAP) throughout the Smart Start Transition Grant Program and attempt to maintain at least 10% of licensed capacity enrolled in CCAP.

All spending related to this Program must be allowable per federal funding guidelines provided by the Administration for Children and Families:

CCDF-ACF-IM-2021-03 Information Memorandum ARP Act Child Care Supplemental Funds –

[CCDF-ACF-IM-2021-03 \(hhs.gov\)](https://www.hhs.gov/ocfo/2021-03-03)

CCDF-ACF-IM-2021-01 Information Memorandum CRRSA Act –

[CCDF-ACF-IM-2021-01 \(hhs.gov\)](https://www.hhs.gov/ocfo/2021-01-01)

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

Beneficiary certifies that quarterly reports, due the 15th day of the month following the end of the grant quarterly (e.g., May 15th for the funding quarter of February through April) will be submitted to the Grantee in a timely manner.

Beneficiary certifies that the child care program is open and currently caring for children at the time of application and that it will notify the grantee if the program closes unless closure is for the duration of two weeks or less.

Beneficiary certifies that it will expend funding in accordance with budget guidance provided by the Grantee.

Beneficiary certifies that it will return any unused portion of the grant award at the end of the grant period. The beneficiary may reallocate unspent funds in accordance with budget guidance provided by the Grantee prior to the grant end date.

Beneficiary 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 beneficiary payment shall be retained for five years from the last payment made from the Program.

# STATE OF ILLINOIS

## 2023 Smart Start Transition Grants – Attestation

**ROUND 1 COVERING OCTOBER, NOVEMBER, AND DECEMBER 2023**

### SIGNATURE PAGE

The individual below, acting in the capacity to represent the Beneficiary 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 \_\_\_\_\_

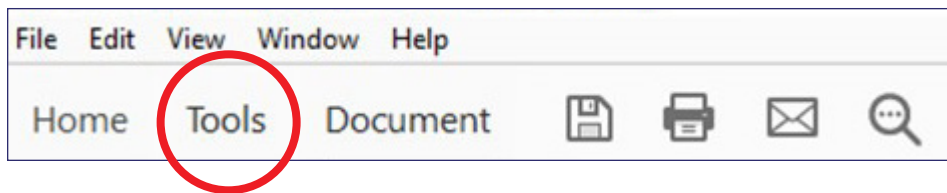
Title \_\_\_\_\_ Date \_\_\_\_\_

INCCRRA Org ID # \_\_\_\_\_

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

1 Open the pdf document in Acrobat Adobe Reader.

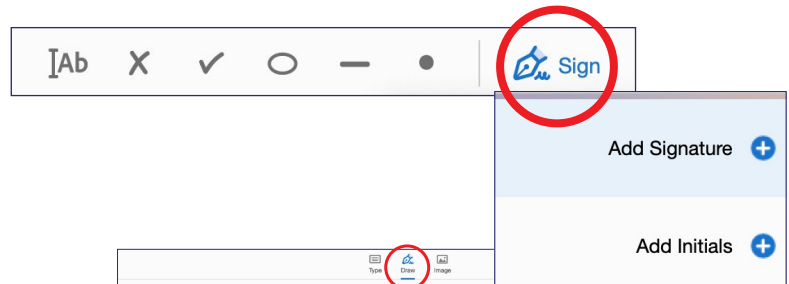
2 Select the **“Tools”** tab in the top menu bar.



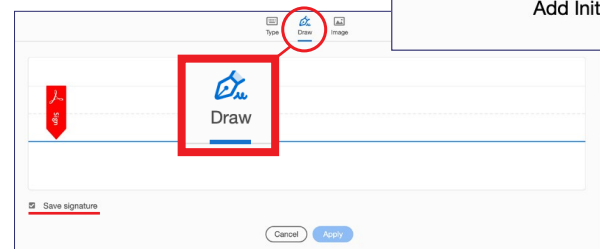
3 Select **“Fill & Sign”**.



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.*



6 After completing the signature, click **“Apply”**. Drag the signature box to any area of the pdf needing a signature.

