

**Child Care Local Match Contribution Agreement**  
Local Workforce Development Board

<b>NAME OF CONTRIBUTOR</b>	
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<b>PLEGGED LOCAL MATCH AMOUNT</b>	
<b>DONATION</b>	\$
<b>TRANSFER</b>	\$
<b>CERTIFICATION OF EXPENDITURES</b>	\$

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area(s) (workforce area): (name of workforce area(s)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission (Commission).

**SIGNATURES:** The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective \_\_\_\_\_, and continuing through \_\_\_\_\_.

	<b>CONTRIBUTOR</b>	<b>LOCAL WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>		
<b>Printed Name</b>		
<b>Title</b>		
<b>E-mail Address (optional)</b>		

**Child Care Local Match Contribution Agreement**  
**GENERAL AGREEMENT TERMS**

**SECTION 1: Legal Authority**

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

**SECTION 2:** The contributor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b) and Texas Government Code §575.005:

- a. If the contributor is a private entity, the contributor is not party to an administrative proceeding before the Commission.
  - (i) Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, i.e., “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
  - (ii) Prior to accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission prior to the Commission's acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
- b. If the contributor is a for-profit entity, the contributor does not currently:
  - (i) have a contract with TWC for services or products of a value of \$50,000.00 or greater; or
  - (ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Government Code §301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date

on which TWC accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

**SECTION 3:** The contributor agrees as follows:

- a. To remit to TWC the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the “Texas Workforce Commission” or to the Board, and submitted to TWC through the Board.
- c. To keep, and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board’s record retention policies for such records, 2) three years after the end date of this agreement, or 3) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- d. When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures, and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor’s facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by TWC;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide the Board and TWC, upon request, data needed for federal reporting purposes.

**SECTION 4:** The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services within the workforce area(s) consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with applicable local, state, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; were not federal funds unless authorized by federal law to be used to match other federal funds; and do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

- d. To ensure that donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by TWC;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide TWC, upon request, data needed for federal reporting purposes.
- a.
- b.
- c.
- d.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

**SECTION 5:** The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR §98.53 relating to matching fund requirements, and 45 CFR §98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified in Section B of the Child Care Local Match Contribution Information in this agreement.

## CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION

### A. BOARD INFORMATION:

Board Name:		
Board Address:		
Board Staff – Contact Name:	Phone:	Fax:
E-mail Address:		

### B. CONTRIBUTOR INFORMATION:

Contributor Name:		
Contributor Address:		
Type of Entity:		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor’s Fiscal Agent:		
Contributor Contact Name:	Phone:	Fax:
E-mail Address:		

### C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)	
Pledged Local Match Amount: \$	
Program Number:	
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<ul style="list-style-type: none"> <li>• If YES, Name of Board Member:</li> <li>• How did the Board Member assist?</li> </ul>	

**D. USE OF FUNDS DESCRIPTION:**

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state’s CCDF Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board’s planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use		Planned Local and Federal Funding (\$)
Direct Child Care	The funds will be used: 1. for direct child care services provided: _____ [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC’s and Board’s eligibility criteria; and 3. at child care providers eligible under TWC rules. Source of Local Funds: _____	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and Agency policies.	\$
<b>TOTAL</b>	<b>Total planned local and federal funds resulting from donations and transfers.</b>	<b>\$</b>

2. **Certification of Expenditures:** The descriptions below describe: (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board’s planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local Funding (\$)
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: _____ [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% of state median income, and parents who are working or attending job training or education. Source of Local Funds: _____	\$
Child Care Quality Improvement	Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Fund Use		Planned Federal Funding (\$)
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: _____ [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC’s and Board’s eligibility criteria; and 3. at child care providers eligible under TWC rules.	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16.	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and Agency policies.	\$
<b>TOTAL</b>	<b>Total planned local and federal funds resulting from certifications of expenditures.</b>	<b>\$</b>

**E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:**

In compliance with Section 3(a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

**1. Donation/Transfer Payment(s) (Local Funds):**

	Donation/Transfer Date*	Actual Amount
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
<b>TOTAL</b>		\$

\*Pursuant to TWC rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

**2. Public Entity Certification of Expenditures (Local Funds):**

	Certification Period*	Reporting Date**	Planned Amount of Expenditures
1.	From to		\$
2.	From to		\$
3.	From to		\$
4.	From to		\$
5.	From to		\$
6.	From to		\$
7.	From to		\$
8.	From to		\$
9.	From to		\$
10.	From to		\$
11.	From to		\$
12.	From to		\$
<b>TOTAL</b>			\$

\*Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

\*\*Explanation is required below if reporting dates are outside the contract end date.

\_\_\_\_\_

- **Private donor cash donations** – submit three (3) original signed forms to: TWC’s Board & Special Initiative Contracts department, 101 East 15th Street, Room 506T, Austin, Texas 78778-0001.
- **Public Entity Transfers and Certifications** – submit one copy of the signed form to the email address: [ccm.agreements@twc.state.tx.us](mailto:ccm.agreements@twc.state.tx.us).
- Please call the Board’s assigned contract manager, if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES  
BY A PUBLIC ENTITY**

**Name of Contributing Public Entity:** \_\_\_\_\_

The public entity named above certifies expenditures in the amount of \$ \_\_\_\_\_ to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

**JOINT CERTIFICATION OF FUNDS  
DONATED FROM PRIVATE SOURCES**

**Name of Donor:** \_\_\_\_\_

The Donor named above contributes funds in the amount of \$ \_\_\_\_\_ to TWC to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the Donor and TWC certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

**DONOR'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

**TWC'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: Courtney Arbour

Title of authorized agent: Director, Workforce Development Division