



CHILD CARE PLANNING COUNCIL OF SONOMA COUNTY

Protocol
Contracting – Subcontracts, Consultants and Other Organizations

Responsible Committee	Date Last Reviewed
Executive Committee	Revised December 2013

Protocol Description
<p>The CHILD CARE PLANNING COUNCIL OF SONOMA COUNTY (CCPC) may, on certain occasions, desire to enter into contract agreements or receive requests from other agencies, organizations or individuals (referred to as “Party”) to enter into agreements for the purpose of pursuing interests related to child care and development issues, needs and concerns in Sonoma County. For this purpose CCPC shall utilize the following protocols:</p> <ol style="list-style-type: none"> 1. The Council shall review the purpose to be served by entry into an agreement with another entity and decide on the appropriateness of that agreement, based on CCPC contracts Funding Terms and Conditions, CCPC mission, goals and plans of action, etc. 2. All contracts shall be presented a minimum of one month before desired Council action is taken. 3. All financial agreements shall be clearly stated and fully delineated within the contract document. 4. For contracts with Consultants of under \$1,000, the SCOE “Letter of Agreement” form and accompanying back-up documents will be used; for contracts with Consultants over \$1,000, the SCOE “Agreement for Consulting Services” form and accompanying documents will be used. CCPC reserves the right to seek review of contract documents by legal counsel before entering into binding agreements. All financial contracts will be approved by the CCPC and signed by a SCOE representative. 5. CCPC shall retain the right to withdraw from any contract agreement upon thirty (30) days written notice to the contracting party. 6. Except as otherwise agreed in advance by the CCPC, all contracts shall be



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negotiated and completed within a one-year Fiscal Year period beginning July 1 and ending June 30. Renewal of contracts will be dependent upon the priorities and funding levels of the Council at the time of the request for renewal.

7. Each contract should clearly state the method and nature by which the CCPC shall be acknowledged through the work accomplished under the contract.
8. All subcontracts, agreements and contractual arrangements will include a termination for convenience clause permitting termination of such agreements without penalty cost to the CCPC, and will contain other required provisions as listed in the CDD contract Funding Terms and Conditions.
9. Any Council member who enters into a contract with CCPC will disclose any conflict of interest, will abstain from any discussion and decision-making regarding the subcontract, and will not subject CCPC to indications of self-dealing.

Additional Guidelines for Subcontracting:

1. Child Care Planning Council of Sonoma County (CCPC) will obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000), and will award the bid to the lowest responsible bidder. However, the following types of subcontracts are exempt from the 3 bid requirement: employment agreements, facility rental or lease, medical or dental service agreements, janitorial and grounds keeping agreements and subcontracts with a public agency.
2. Conflict of interest will be prevented by ensuring that the entire bidding and contracting process is conducted in an open and transparent manner, including dissemination to the broadest applicable range of potential bidders. Additionally, in cases of increased possibility of the perception of conflict of interest, the Executive Committee may require that the selection process be conducted with the inclusion of a non-Council member and/or that the bids be presented without identifying information.
3. If three (3) bids or estimates cannot be obtained, CCPC will maintain documents that establish the reasons why three (3) bids could not be obtained, and the reasonableness of the proposed expenditure without three (3) bids or estimates.
4. If directed by the Child Development Division of the California Department of Education, CCPC will obtain prior written approval from CDD for subcontracts of ten thousand dollars (\$10,000) or more from CDD funds, except for the exempt types of contracts as listed in item 1 above.
5. For projects involving Subcontractors, the Coordinator will review the scope of work with the appropriate CCPC Committee and/or work group, and the Executive



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Committee. All contracts will include a timeframe and delineation of responsibilities. The project will be reviewed at mid-point and at the end. The Executive Committee and/or the designated Committee will keep in touch with the project as it progresses and trouble shoot with all parties involved if necessary.

6. The CCPC Coordinator will consult as needed with any or all members of the Executive Committee to give advice or to intervene in any situation as needed with a Subcontractor or Consultant.