

Required Subcontract Provisions to be Included in Proposed Subcontracts (5 CCR 17802)

California Department of Education

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This template is provided by the California Department of Education for use by California State Preschool Program (CSPP) contractors to provide subcontractors with a list to verify that every subcontract is in writing and includes at least all required provisions listed for subcontracts over \$10,000.

Directions: Adapt this letter by using agency letterhead and inserting contract agreement information where indicated in brackets. Remove this coversheet and copy and paste the completed list when submitting contracts for approval.

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Please initial next to each item to confirm you agree with the provisions included in the subcontract

The subcontracting agency agrees to the following:

- ll The effective dates of this subcontract are 4/27/26 to 5/20/2006.
- Multi-year Plan _____
- Single-year Plan ll
- ll Performance of this contract shall not begin prior to, nor shall the time extend beyond the time of the contract between the CSPP agency and the state.
- ll The dollar amount of this contract shall not exceed a maximum dollar amount of \$ 96,200.
- ll This contract includes service(s) to be provided under the contract and the responsibilities of each party under the contract on pages XX-XX of the contract.
- ll The contractor, and the agents and employees of the contractor, in the performance of the contract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
- ll Modifications of this contract shall be in writing, and for contracts in excess of \$10,000, prior written CDE approval is required unless the subcontract is otherwise exempt from prior CDE approval.
- ll This contract is the complete and exclusive statement of the mutual understanding of the parties and the contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the contract.
- ll The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
- ll The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the CSPP agency upon termination of the contract.
- ll The contractor shall obtain prior written approval from the CSPP agency and the CDE for any unit of equipment that costs in excess of \$10,000.
- ll The contractor shall be reimbursed for travel and per diem expenses, as applicable, only at rates that do not exceed the rates paid to the CDE's non-represented employees computed in accordance with California Department of Human Resources regulations, 2 CCR, Division 1, Chapter 3, Subchapter 1.

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 The contractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the contractor in the performance of this contract.

 The contractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years. Pursuant to EC 33421, all records shall be retained by each CSPP agency at least five (5) years or where an audit has been requested by a state agency, until the date the audit is resolved, whichever is longer. Claims for reimbursement shall not be paid unless there are documents to support the claims. The contractor has the burden of supporting claims for reimbursement.

 The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in the 2 CCR 11105 have been included in this contract. (See 2 CCR 11105 Nondiscrimination clause resource document)

 Funding of the contract is made subject to the appropriation and availability of funds from the state.

 This contractor is liable for any audit exception caused by, or as a result of, lack of performance as required by the contract.

 Any work performed by the contractor prior to the date of such approval shall not be used as a claim against the state.

 All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

CERTIFICATION: I certify that the information provided above is true and accurate to the best of my knowledge and agree to comply with the subcontract requirements in the annual Contract Terms and Conditions.

Signature and Date of Authorized Representative for CSPP Agency:

X  3/30/26

Signature and Date of Authorized Representative for Contracting Agency:

X _____