



**AGREEMENT FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES  
AGREEMENT NO. 18/19-0068**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of July 2018, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as “**SUPERINTENDENT/LEC**”, and Perris UHSD, hereinafter referred to as “**DISTRICT/LEA**”.

**R E C I T A L S**

WHEREAS, **SUPERINTENDENT/LEC**, as the agency responsible for the coordination of Medi-Cal Administrative Activities (MAA) for Region X of the California County **SUPERINTENDENT/LEC’S** Educational Services Association (Riverside, Inyo, Mono and San Bernardino Counties), in accordance with California Welfare and Institutions Code Section 14132.47(r)(1), will be responsible for processing Region X claims for reimbursement under the MAA Program (Program), and

WHEREAS, pursuant to various State laws and regulations, many Local Education Agencies (LEAs) perform activities claimable under the Program; and

WHEREAS, **SUPERINTENDENT/LEC**, may subcontract with LEAs in Region X for the provision of Medi-Cal Administrative activities; and

WHEREAS, the **SUPERINTENDENT/LEC** has entered into an Agreement with the California State Department of Health Care Services (**DHCS**) to serve as the Local Educational Consortium (LEC) for the Region X in accordance with the California Welfare and Institutions Code Section 14132.47 (c) (1); and

WHEREAS, **DISTRICT/LEA** is providing Medi-Cal Administrative Activities and wishes to participate in the Program; and

WHEREAS, Effective January 1, 2015 **SUPERINTENDENT/LEC** and **DISTRICT/LEA** shall begin preparing School Based Medi-Cal Administrative Activities (SMAA) claims for **DISTRICT/LEA** on a quarterly basis.

NOW THEREFORE, **SUPERINTENDENT/LEC** and **DISTRICT/LEA** mutually agree as follows:

1. Services to Be Provided by the **SUPERINTENDENT/LEC**
  - a. Certify to the **DHCS** the amount of **DISTRICT/LEA’S** general funds or any other funds allowed under federal law and regulation expended on the allowable "Program" activities.
  - b. Submit an Operational Plan in conformance with **DHCS** prescribed regulations.
  - c. Represent **DISTRICT/LEA’S** issues, concerns and questions at scheduled statewide **SUPERINTENDENT/LEC** meetings.
  - d. Certify to the **DHCS**:
    - 1) The availability and expenditure of one hundred percent (100%) of the non-federal share of the cost of performing program activities.
    - 2) For each fiscal year that **DISTRICT/LEA** expenditures represent costs that are eligible for federal financial participation for that fiscal year.
  - e. Provide **DHCS** approved training materials and updates to **DISTRICT/LEA**.
  - f. Provide program technical assistance training to **DISTRICT/LEA’S** staff.
  - g. Review **DISTRICT/LEA’S** quarterly forms for accuracy and completeness and request corrections or support documentation if necessary.
  - h. Submit the detailed quarterly invoices to the **DHCS** on behalf of the **DISTRICT/LEA** and convey to the **DISTRICT/LEA** by warrant or cash transfer all funds received on behalf of **DISTRICT/LEA** from the **DHCS** less any amount due the **SUPERINTENDENT/LEC** as determined in Section 3. **SUPERINTENDENT/LEC’S Fees and Payment Thereof**. No funds will be conveyed to **DISTRICT/LEA** for invoices that have been disallowed by the **DHCS**.
  - i. Monitor compliance of **DISTRICT/LEA** with all Federal, State and **DHCS** Program requirements.

- j. Conduct quarterly Region X Program Information Meetings as needed.
- k. Perform a review of the **DISTRICT/LEA'S** Operational Plan once every three (3) years.
- l. **SUPERINTENDENT/LEC** shall be responsible for supporting the processing of all Random Moment Time Study (RMTS) claims for services rendered by **DISTRICT/LEA** and its employees or agents including the following:
  - (1) Coordinate, schedule and provide necessary training to representatives of **DISTRICT/LEA** according to **DHCS** RMTS requirements.
  - (2) Review and code all RMTS "moments", reviewing the moments to ensure they are complete and assist **DISTRICT/LEA** in certifying the "moments".
  - (3) Provide assistance in the required SMAA documents for operational plans and give direction to **DISTRICT/LEA** for gathering necessary audit materials for each claiming unit for each quarter. **SUPERINTENDENT/LEC** shall review operational plan for quality assurance and compliance.
  - (4) Assist **DISTRICT/LEA** with preparing for Center for Medicaid Services (CMS) and **DHCS** site reviews and audits.
  - (5) Perform all aspects of the methodology processing and provide all necessary support, programs and processes for **DISTRICT/LEA** participation.
  - (6) **SUPERINTENDENT/LEC** reserves the right to not certify invoices that do not comply with **SUPERINTENDENT/LEC**, State and Federal SMAA requirements.
  - (7) Certify to **DHCS** the amount of **DISTRICT/LEA** general funds or other funds allowed under federal law and regulation expended on the allowable SMAA activities.
  - (8) Serve as the exclusive service provider for all SMAA Claiming Activities within the Region X **SUPERINTENDENT/LEC** Service Region X, including but not limited to the administration of the State approved RMTS methodology, participant training, program monitoring and audit compliance.
  - (9) **SUPERINTENDENT/LEC** shall certify to **DHCS**:
    - a. The availability and expenditure of funds for all non-Federal share costs of performing program activities.
    - b. The expenditures of **DISTRICT/LEA** that represent costs eligible for federal financial participation in the fiscal year.
  - (10) Process **DHCS** invoice reimbursements and issue reimbursement to **DISTRICT/LEA** on claims approved and paid by **DHCS** within thirty (30) days of receipt.
  - (11) Maintain **SUPERINTENDENT/LEC** SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
  - (12) Act as the liaison between **DISTRICT/LEA** and **DHCS**.
  - (13) Assess **DISTRICT/LEA** program and ensure appropriate participation.
  - (14) Identify and support **DISTRICT/LEA** SMAA participants and activities.
  - (15) Provide **DISTRICT/LEA** access to a web-based RMTS Software System Platform (SSP) for RMTS moment completion.
  - (16) Certify **DISTRICT/LEA** calendar in SSP.

2. Services To Be Provided By The **DISTRICT/LEA**

- a. Comply fully with all Title XIX Federal, State, and **SUPERINTENDENT/LEC** Program requirements.
- b. Ensure that **DISTRICT/LEA'S** designated Program Coordinator attends quarterly Region X Program Information Meetings conducted by **SUPERINTENDENT/LEC**.
- c. Adhere to timelines established by the **DHCS** and **SUPERINTENDENT/LEC** for completion of documentation (e.g., program invoices, reports, etc.).
- d. Complete program documents as required by Medi-Cal State Plan (invoices and Claiming Units Function Grid etc.) and Region X **SUPERINTENDENT/LEC** Coordinator Guidelines.
- e. Certify to the **SUPERINTENDENT/LEC**:
  - 1) The availability and expenditure of one hundred percent (100%) of the non-federal share of the cost of performing Program activities.
  - 2) For each fiscal year that **DISTRICT/LEA** expenditures represent costs that are eligible for federal financial participation for that fiscal year.
- f. Maintain Program claim documentation for a period of not less than five (5) years from receipt of payment. Such documentation shall be subject, at all reasonable times, to inspection and/or audit by **DHCS**, CMS and/or **SUPERINTENDENT/LEC**.
  - 1) Response to **SUPERINTENDENT/LEC'S** Audit review is due within thirty (30) days of receipt of the written review.

- g. Maintain an audit file to include at a minimum:
  - 1) Operational Plan;
  - 2) Time Survey Participant Lists;
  - 3) Position Description/Duty Statements;
  - 4) Medi-Cal Percentage/Indirect cost rate from state;
  - 5) Invoice Documents;
  - 6) Contracts//MOU;
  - 7) Organizational Charts;
  - 8) Resource Directories; and
  - 9) Correspondence from **DHCS**, **SUPERINTENDENT/LEC** and **DISTRICT/LEA** if applicable.
- h. If contracting with a vendor, provide **SUPERINTENDENT/LEC** with a copy of **DISTRICT/LEA'S** contract with vendor as per Exhibit B which is attached and incorporated into this Agreement.
- i. Provide the necessary documentation as requested by the **SUPERINTENDENT/LEC** to clarify or support the invoices.
- j. Ensure that invoice is corrected prior to submission of any subsequent MAA Invoice.
- k. **DISTRICT/LEA** shall provide the following regarding **RMTS**:
  - (1) Provide **SUPERINTENDENT/LEC**, on timelines established by **SUPERINTENDENT/LEC** and **DHCS**, all forms, documentation and fiscal data in a manner prescribed by **SUPERINTENDENT/LEC** and as required for the successful preparation and submission of RMTS claims pursuant to California law.
  - (2) Initially, and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS SSP uploads and updates.
  - (3) Provide **SUPERINTENDENT/LEC** yearly and quarterly approved school calendars and notify the **SUPERINTENDENT/LEC** of any changes in the approved school calendar throughout the school year. **DISTRICT/LEA** shall ensure calendar is input into SSP, updated quarterly and certified.
  - (4) Arrange for **DISTRICT/LEA** staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
  - (5) Arrange for the **DISTRICT/LEA** Coordinators or Designee to attend required training sessions related to the SSP and RMTS methodology and oversee the completion of the RMTS process.
  - (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal **DISTRICT/LEA** RMTS activities.
  - (7) Notify **SUPERINTENDENT/LEC** of any errors and/or omissions in information sent to **SUPERINTENDENT/LEC** so that **SUPERINTENDENT/LEC** may process a claim adjustment for submission to **DHCS**.
  - (8) During each time study quarter, **DISTRICT/LEA** will be required to maintain a minimum response rate of 85% of the moments assigned the **DISTRICT/LEA** TSP. If the **DISTRICT/LEA** is unable to maintain a return rate of 85% of valid moments assigned, the **DISTRICT/LEA** will have sanctions applied according to Section 5. Special Provisions, Item e.
  - (9) Federal regulations require that **DISTRICT/LEA** maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the **SUPERINTENDENT/LEC** receives reimbursement from **DHCS** for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an audit file: these files must be available to **SUPERINTENDENT/LEC**, State and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five (5) years after the last claim revision.
  - (10) Ensure that invoice claims conform to all **DHCS** requirements at the time such claims are processed.
  - (11) In the event **DISTRICT/LEA** reimbursement is disallowed after disbursement, the **DISTRICT/LEA** must repay the disallowed amount to **DHCS** via the **SUPERINTENDENT/LEC** and develop a revised invoice for **SUPERINTENDENT/LEC'S** review and submittal to **DHCS**. **SUPERINTENDENT/LEC** will submit the revised invoice and repayment to **DHCS** for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k).
  - (12) Review operational plan for quality assurance and compliance.
  - (13) Assess **DISTRICT/LEA** program and ensure appropriate participation.
  - (14) Identify and support **DISTRICT/LEA** SMAA participants and activities.
  - (15) Maintain audit files and store data required to support operational plan.
  - (16) Provide and/or ensure RMTS training for coordinators and participants.

(17) Ensure that during first period of RMTS implementation roster, including staff schedules, will be uploaded using a template. All subsequent quarter roster/schedules will be updated quarterly.

1. **DISTRICT/LEA** shall designate those employees and other personnel (“Users”) who shall be given access to the **SUPERINTENDENT/LEC** approved SSP web-site for completion of the RMTS moments. **DISTRICT/LEA** shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. **DISTRICT/LEA** shall be responsible for any unauthorized use by its employees and other personnel. **DISTRICT/LEA** agrees that unauthorized use of passwords issued by **SUPERINTENDENT/LEC** or SSP vendor is prohibited. **DISTRICT/LEA** understands that Users and the **DISTRICT/LEA** may be held liable for any unauthorized use and distribution of passwords.

3. **SUPERINTENDENT/LEC’S Fees and Payment Thereof**

a. **DISTRICT** shall pay **SUPERINTENDENT** a not to exceed amount of Ten Thousand Nine Hundred Forty-Six and 00/100 (\$10,946.00) for services, proportionate share of operating cost, based on actual prior year P-2 ADA of 9,092.92.

b. **SUPERINTENDENT** will submit an invoice to **DISTRICT/LEA** twice annually, on or before January 27, 2019 and on or before June 30, 2019.

c. For services provided by **SUPERINTENDENT** to **DISTRICT** for each claiming period, the **SUPERINTENDENT** will deduct from the claims paid by the **DHCS** to the **DISTRICT** an amount equal to the **SUPERINTENDENT’S** fee.

4. **Term of Agreement**

a. The term of this Agreement shall begin on July 1, 2018 and extend through and including June 30, 2019.

b. **DISTRICT/LEA** may terminate this agreement, with or without cause, thirty (30) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the **DISTRICT/LEA** has submitted a “Time Study Participant Roster Report” according to the **DHCS** SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The **DISTRICT/LEA** will be responsible for maintaining participation during these quarters. Written notice must be sent to **SUPERINTENDENT/LEC** and the **DISTRICT/LEA** agrees to pay all **SUPERINTENDENT/LEC** fees for services provided by the **SUPERINTENDENT/LEC** through the effective date of termination.

5. **Special Provisions**

a. It is mutually agreed that this Agreement may be modified or amended upon the written mutual consent of the parties hereto.

b. The parties hereto shall comply with the Civil Rights Acts of 1964 as amended, Executive Order 11246 and Regulations issued by the United States Department of Labor contained in 41 Code of Federal Regulations Part 60. In addition, parties hereto shall comply with the Rehabilitation Act of 1973 and Regulations issued pursuant thereto contained in 45 CFR part 84 entitled "Non-discrimination on the basis of handicap of programs and activities receiving or benefiting for Federal Financial Participation."

c. Definition of Subrecipients and Vendors - Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors, attached as Exhibit A and incorporated into this agreement.

d. The parties hereto understand the RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

e. To ensure that enough moments are met for the entire pool of moments, the moments assigned **DISTRICT/LEA** must have a minimum of 85% compliance. If **DISTRICT/LEA** has non-returns greater than 15% of the total moments assigned for a quarter, the **DISTRICT/LEA** will receive a warning letter. The **DISTRICT/LEA** Superintendent or Delegate will be copied on all warning letters sent to the **DISTRICT/LEA** Coordinator. If **DISTRICT/LEA** is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

6. Hold Harmless

- a. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions and causes of actions are due to or result from the negligent or intentional acts or omissions of the respective indemnifying party, or its officers, agents, servants and employees.
- b. To the extent that **DHCS** denies Program claims or that a Federal audit disallowance and interest results from a claim for which **DISTRICT/LEA** has received reimbursement for Program process activities performed by the **DISTRICT/LEA**, the **SUPERINTENDENT/LEC** shall be held harmless by the **DISTRICT/LEA** for one hundred percent (100%) of the amount of any such DHCS denial or Federal audit disallowance plus interest. Any funds previously received by the **DISTRICT/LEA** for claims denied or disallowed by the **DHCS**, CMS and/or **SUPERINTENDENT/LEC** shall be repaid to **DHCS** by the **DISTRICT/LEA** via warrant or cash transfer within thirty (30) calendar days of the receipt of an invoice. Amounts owed but not paid or transferred within that time will be deducted from funds received on future approved **DISTRICT/LEA** claims.

7. Ownership Of Programs And Confidentiality of Reports

- a. **SUPERINTENDENT/LEC** is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor (PCG). In an agreement with the PCG (PCG Agreement) **SUPERINTENDENT/LEC**, as the licensee, has agreed not to interfere with PCG's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the PCG's product. **SUPERINTENDENT/LEC** shall allow the **DISTRICT/LEA** to use the licensed software and/or tools and the **DISTRICT/LEA** shall be bound by and comply with the licensee's obligations.
- b. **DISTRICT/LEA** and **SUPERINTENDENT/LEC** acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that **DISTRICT/LEA** and **SUPERINTENDENT/LEC** owns all of the data input by **DISTRICT/LEA** and **SUPERINTENDENT/LEC** User and any and all reports produced as a result of using the System Service. **DISTRICT/LEA** and **SUPERINTENDENT/LEC** acknowledges that PCG shall have the right to aggregate any data input by **DISTRICT/LEA** and **SUPERINTENDENT/LEC** or **DISTRICT/LEA** and **SUPERINTENDENT/LEC** Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.
- c. **Confidentiality Obligations.** Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

8. Confidentiality of Data

- a. The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law.

- b. The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

9. Input Data

- a. Accurate, complete and correct data necessary for **SUPERINTENDENT/LEC** to perform its services hereunder shall be the sole responsibility of **DISTRICT/LEA**. **SUPERINTENDENT/LEC** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **DISTRICT/LEA**.
- b. **SUPERINTENDENT/LEC** shall be responsible for the input of all information given to **SUPERINTENDENT/LEC** by **DISTRICT/LEA** in a reasonably accurate, complete and correct form provided same is provided to **SUPERINTENDENT/LEC** by **DISTRICT/LEA**. Any errors, mistakes or liability in connection with the failure of **SUPERINTENDENT/LEC** to input such data, provided such data has been accurately, completely and correctly transmitted to **SUPERINTENDENT/LEC**, shall be the sole responsibility of **SUPERINTENDENT/LEC** and shall be corrected by **SUPERINTENDENT/LEC**.

10. Limitation of Liability Arising From Default in Services

**SUPERINTENDENT/LEC** shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of **SUPERINTENDENT/LEC**. **SUPERINTENDENT/LEC'S** liability, under this agreement, is limited to the amount paid by **DISTRICT/LEA** for the services under this agreement. **SUPERINTENDENT/LEC** shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**PERRIS UNIFIED HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
Terrie S. Johnson, Purchasing/Bids Supervisor  
Purchasing/Contracts

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

*Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors.*

## **EXHIBIT B**

Budget Detail and Payment Provisions

### **Program Name and Number for Federal Claiming**

- A. Title 31 – Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, section 7502 requires each pass-through entity provide the subrecipient program names and any identifying numbers from which such assistance is derived. The catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).
- B. The definitions in Section 12, Item A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

## **EXHIBIT E**

Additional Provisions

### **Definitions**

- A. The following definitions are applicable to this Contract.
  - 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
  - 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
  - 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
  - 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
  - 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
  - 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
  - 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
  - 8) A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
- B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.