



**AGREEMENT FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
AGREEMENT NO. 21/22-0034**

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT/LEC", and the Alvord Unified School District, hereinafter referred to as "DISTRICT/LEA".

RECITALS

WHEREAS, SUPERINTENDENT/LEC, as the agency responsible for the coordination of Medi-Cal Administrative Activities (MAA) for Region 10 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 10 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 10 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 Region 10 in accordance with the California Welfare and Institutions Code Section 14132.47 (c) (1); and

WHEREAS, SUPERINTENDENT/LEC has been designated by the STATE to represent school districts and county offices located in Region 10, hereinafter referred to as LEA (Local Education Agency) to administer the Random Moment Time Study (RMTS) process; and

WHEREAS, the goal of the Random Moment Time Study (RMTS) is to provide a statistically valid sampling of time spent providing Medi-Cal school based health services and/or activities to potentially eligible individuals; 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 10 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 10 **SUPERINTENDENT/LEC** Service Region 10, including but not limited to the administration of the State approved RMTS methodology, participant training, program monitoring and audit compliance.
 - (9) As mandated, provide a software platform through a third-party vendor, through which the **DISTRICT/LEA** shall utilize the Random Moment Time Survey (RMTS) process. Although the **SUPERINTENDENT/LEC** will make every reasonable effort to facilitate the use of the software platform, the **SUPERINTENDENT/LEC** is not responsible for problems resulting from software platform or system errors. Code all RMTS moments and make available to the **DISTRICT/LEA** and **STATE** its RMTS results. Coding is based on the presumption that the responses received from the **DISTRICT** are accurate and all necessary documentation exists to support it. The **SUPERINTENDENT/LEC** shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.
 - (10) Monitor RMTS compliance of **DISTRICT/LEA** with all Federal, **STATE**, and **SUPERINTENDENT/LEC'S** Program requirements.
 - (11) The **SUPERINTENDENT/LEC** shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The **SUPERINTENDENT/LEC** shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an **DISTRICT/LEA** for participation in the **DISTRICT/LEA** Billing Option Program.
 - (12) **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.
 - (13) Process **DHCS** invoice reimbursements and issue reimbursement to **DISTRICT/LEA** on claims approved and paid by **DHCS** within thirty (30) days of receipt.
 - (14) Maintain **SUPERINTENDENT/LEC** **SMAA** Audit Binder, pursuant to the State-approved **SMAA** Claiming Plan.
 - (15) Act as the liaison between **DISTRICT/LEA** and **DHCS**.
 - (16) Assess **DISTRICT/LEA** program and ensure appropriate participation.
 - (17) Identify and support **DISTRICT/LEA** **SMAA** participants and activities.
 - (18) Provide **DISTRICT/LEA** access to a web-based RMTS Software System Platform (SSP) for RMTS moment completion.
 - (19) Certify **DISTRICT/LEA** calendar in SSP.

- m. The SUPERINTENDENT/LEC will oversee RMTS for the DISTRICT/LEA Billing Option Program due to the DHCS required integration; The SUPERINTENDENT/LEC shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The SUPERINTENDENT/LEC shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an DISTRICT/LEA for participation in the DISTRICT/LEA Billing Option Program.
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 10 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 10 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 \$18,232.00 for services, proportionate share of operating cost, based on actual prior year P-2 ADA of 17,350.7.
 - b. 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, 2021 and extend through and including June 30, 2022.
 - 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, 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**



Amber L. Arias, Manager
Procurement & Warehouse Services

ALVORD UNIFIED SCHOOL DISTRICT

Date: 4/20/2021

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.