

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1390806261A3

DATE:06/25/2021

ORGANIZATION:

FILING REF.: The preceding agreement was dated 04/06/2020

Medical College of Wisconsin
P.O. Box 26509
8701 Watertown Plank Road
Milwaukee, WI 53226

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2020	06/30/2024	44.00	FMLH (1)	Organized Research
PRED.	01/01/2021	12/31/2024	26.00	CRI (2)	Organized Research
PRED.	07/01/2020	06/30/2024	56.00	On Campus	Organized Research
PRED.	07/01/2020	06/30/2024	43.00	On Campus	Instruction
PRED.	07/01/2020	06/30/2024	43.00	On Campus	Other Sponsored Activities
PRED.	07/01/2020	06/30/2024	26.00	Off Campus	All Programs
PROV.	07/01/2024	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2024.

*BASE

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Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

(1) Froedtert Memorial Lutheran Hospital

(2) This rate is related to space related cost only and is applicable to awards performed and administered by Medical College of Wisconsin's (MCW) employees at the Children's Research Institute (CRI) facility located in a building jointly owned by MCW and Children's Hospital and Health System. The University's 26% off campus rate is to be added to this rate. The research effort is performed on-site at Children's Research Institute.

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SECTION I: FRINGE BENEFIT RATES**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	7/1/2020	6/30/2021	14.60	All	Faculty
FIXED	7/1/2020	6/30/2021	28.00	All	Staff
FIXED	7/1/2020	6/30/2021	11.30	All	Graduate Students
FIXED	7/1/2021	6/30/2022	14.40	All	Faculty
FIXED	7/1/2021	6/30/2022	27.30	All	Staff
FIXED	7/1/2021	6/30/2022	11.80	All	Graduate Students
PROV.	7/1/2022	Until amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2022.

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

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SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: The off-campus rate will apply for all activities: a) Performed in facilities not owned by the institution and where these facility costs are not included in the F&A pools; or b) Where rent is directly allocated/charged to the project(s). Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

FRINGE BENEFITS:

FICA, Retirement, Disability Insurance, Employee Tuition Remission, Worker's Compensation, Unemployment Insurance, Health Insurance, Dental Insurance, Child Care Subsidy, Life Insurance, Drug Prescription, Benefits Administration

Per 2 CFR 200.414(g) - A rate extension has been granted. This is applicable to the Children's Research Institute (CRI) facility only.

*This rate agreement updates fringe benefit rates only.

Next Proposal Due -

The next fringe benefit proposal based on actual cost for the fiscal year ending 06/30/2021 is due by 12/31/2021. The next F&A proposal based on actual cost for the fiscal year ending 06/30/2023 is due by 12/31/2023.

The next F&A proposal for CRI based on actual cost for the fiscal year ending 12/31/2023 is due on 6/30/2024.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

Medical College of Wisconsin

(INSTITUTION)



(SIGNATURE)

Christopher P. Kops

(NAME)

Executive Vice President for Finance & Administration & Chief Operating Officer

(TITLE)

7/29/2021

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S Digitally signed by Arif M. Karim -S
Date: 2021.07.28 07:32:36 -05'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

6/25/2021

(DATE) 4327

HHS REPRESENTATIVE:

Tyra Tallie

Telephone:

(214) 767-3261