COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1521725543A1
DATE: 07/02/2019
ORGANIZATION:
University of Connecticut Health Center
263 Farmington Avenue
Farmington, CT 06030-3800

FILING REF.: The preceding agreement was dated 07/10/2018

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

<table>
<thead>
<tr>
<th>RATE TYPES</th>
<th>FINAL</th>
<th>PROV. (PROVISIONAL)</th>
<th>PRED. (PREDETERMINED)</th>
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<tr>
<td>EFFECTIVE PERIOD</td>
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<table>
<thead>
<tr>
<th>TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>RATE(%) LOCATION</th>
<th>APPLICABLE TO</th>
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<tbody>
<tr>
<td>FINAL</td>
<td>07/01/2017</td>
<td>06/30/2018</td>
<td>59.50 On-Campus</td>
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<td>Research</td>
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<td>PROV.</td>
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<td>Until</td>
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<td>06/30/2021</td>
<td>Amended</td>
<td>and conditions</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>as those cited</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>30, 2021.</td>
<td></td>
</tr>
</tbody>
</table>
BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
**SECTION I: FRINGE BENEFIT RATES**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>RATE(%)</th>
<th>LOCATION</th>
<th>APPLICABLE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIXED</td>
<td>7/1/2019</td>
<td>6/30/2020</td>
<td>40.90</td>
<td>All</td>
<td>Faculty</td>
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<td>FIXED</td>
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<td>6/30/2020</td>
<td>59.90</td>
<td>All</td>
<td>Professional/Managerial</td>
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<td>FIXED</td>
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<td>6/30/2020</td>
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<td>All</td>
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<td>FIXED</td>
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<td>6/30/2020</td>
<td>19.10</td>
<td>All</td>
<td>Graduate Assistants</td>
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<td>FIXED</td>
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<td>6/30/2020</td>
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<td>All</td>
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<tr>
<td>PROV.</td>
<td>7/1/2020</td>
<td>Until amended</td>
<td></td>
<td></td>
<td>Use same rates and conditions as those cited for fiscal year ending June 30, 2020.</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF FRINGE BENEFITS RATE BASE:**

Salaries and wages.

(*See Special Remarks)
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: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Actual costs will be apportioned between on-campus and off-campus components. Each portion will bear the appropriate rate.

Effective 7/1/2018:
OFF-CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s) the off-campus rate will apply. 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.

(1) The following fringe benefits are included in the fringe benefit rates: Retirement, State Unemployment Insurance, Medical/Dental Insurance, Social Security, Life Insurance, Long Term Disability, Separation Costs, Sabbatical Costs and Workers' Compensation.

(2) 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 the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

(3) This rate agreement updates fringe benefits rates only.

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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 12 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 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 program 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:
University of Connecticut Health Center

(SIGNATURE)
Julie D. Schwaiger

(ASSISTANT V.P. FOR RESEARCH)
8/19/19

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)
Darryl W. Mayes

(SIGNATURE)
Darryl W. Mayes

(DEPUTY DIRECTOR, COST ALLOCATION SERVICES)
7/2/2019

(HHS REPRESENTATIVE)
Edwin Miranda

(TITLE)
7/2/2019

(ADDRESS) 7017C

(TOLL FREE) 264-2069
Ms. Julie Schwager  
Assistance Vice President  
University of Connecticut Health Center  
263 Farmington Avenue Farmington, CT  
06030-3800

Dear Ms. Schwager:

A negotiation agreement is being sent to you for signature. This agreement reflects an understanding reached between your institution and a member of my staff concerning the rates or amounts that may be used to support your claim for costs on grants and contracts with the Federal Government. The agreement must be signed by a duly-authorized representative of your institution and emailed to me; retain a copy for your file. We will reproduce and distribute the agreement to awarding agencies of the Federal Government for their use.

Requirements for adjustments to costs claimed under Federal Grants and Contracts resulting from this negotiation are dependent upon the type of rate contained in the negotiation agreement. Information relating to these requirements is enclosed.

In consideration of this negotiation, the following was agreed to:

1. The carry-forward under-recovery of $325,819 resulting from the settlement of your actual Faculty fringe benefit rate for fiscal year ended June 30, 2018 will be taken into consideration in computing the actual Faculty fringe benefit rate for your fiscal year ending June 30, 2020.

2. The carry-forward under-recovery of $1,557,693 resulting from the settlement of your actual Professional / Managerial fringe benefit rate for fiscal year ended June 30, 2018 will be taken into consideration in computing the actual Professional / Managerial fringe benefit rate for your fiscal year ending June 30, 2020.
3. The carry-forward under-recovery resulting from the settlement of your actual Classified fringe benefit rate for fiscal year ended June 30, 2018 will be waived in computing the actual Classified fringe benefit rate for your fiscal year ending June 30, 2020.

4. The carry-forward over-recovery of ($66,021) resulting from the settlement of your actual Special Payroll fringe benefit rate for fiscal year ended June 30, 2018 will be taken into consideration in computing the actual Special Payroll fringe benefit rate for your fiscal year ending June 30, 2020.

5. The carry-forward over-recovery of ($385,895) resulting from the settlement of your actual Graduate Assistants fringe benefit rate for fiscal year ended June 30, 2018 will be taken into consideration in computing the actual Graduate Assistants fringe benefit rate for your fiscal year ending June 30, 2020.

A fringe benefit rate proposal together with the required supporting information must be submitted to my office for each fiscal year your institution claims costs under grants and contracts awarded by the Federal Government. Therefore, a fringe benefit rate proposal for fiscal year ending June 30, 2019 will be due in my office not later than December 31, 2019. In addition, please acknowledge your concurrence with the comments and conditions cited above by signing this letter in the space provided below and submit your next proposal electronically via email to CAS-NY@psc.hhs.gov.

Sincerely,

Darryl W. Mayes-S

Darryl W. Mayes
Deputy Director
Cost Allocation Services

Enclosures

Concurrence: 

Julie Schwager
Name
Ass't V.P. for Research
Title
2/19/19
Date