



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

1301 Young Street, Suite 1140
Dallas, TX 75202
PHONE: (214) 767-3261
FAX: (214) 767-3264
EMAIL: CAS-Dallas@psc.hhs.gov

June 26, 2023

Patricia Kost
University Controller
Case Western Reserve University
10900 Euclid Avenue
Cleveland, OH 44106-7003

Dear Ms. Kost:

A copy of a facilities and administrative (F&A) cost and fringe benefit (FB) Rate Agreement are being sent to you for your signature. This Agreement reflects an understanding reached between your organization and a member of my staff concerning F&A and FB rates that may be used to support your claim for these indirect costs on grants and contracts with the Federal Government.

Please have the Agreement signed by an authorized representative of your organization and return it to me by email, retaining the copy for your files. Our email address is CAS-Dallas@psc.hhs.gov. We will reproduce and distribute the Agreement to the appropriate awarding organizations of the Federal Government for their use.

In addition, your Fringe Benefit cost rate(s) for the fiscal year ending June 30, 2023, based on actual costs for the fiscal year ended June 30, 2021, and Fringe Benefit cost rates for the fiscal year ending June 30, 2024 based on actual costs for the fiscal year ended June 30, 2022 under-recovered (-) or over-recovered (+) amounts are listed below:

	<u>2021/2023</u>	<u>2022/2024</u>
FT Staff	\$11,927,286	\$5,317,147
Term, Temp, & Early Ret.	\$8,300	(\$87,619)

The fixed rates for the fiscal years ended June 30, 2021, and June 30, 2022, are considered final.

A Fringe Benefit cost proposal, together with supporting information and the certified audit financial statement, is required each year. Thus, your next Fringe Benefit cost proposal based on actual costs for the fiscal year ending June 30, 2023, is due in our office by December 31, 2023. Your next Facilities and Administrative cost rate proposal based on actual costs for the fiscal year ending June 30, 2024, is due in our office by December 31, 2024.

Since this is an integral part of the negotiation agreement, please note your acceptance by signing in the space provided below of this letter.

Thank you for your cooperation.

Sincerely,


Arif M. Karim -S Digitally signed by Arif M. Karim -S
Date: 2023.06.29 15:54:19 -05'00'

Arif Karim
Director
Cost Allocation Services

Enclosures

ACCEPTANCE:

Case Western Reserve University
(Institution)


(Signature)

John F. Sideras
(Name) **Executive Vice President
and Chief Financial Officer**
(Title)

7/6/23
(Date)

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1341018992A1
ORGANIZATION:
Case Western Reserve University
10900 Euclid Avenue
Cleveland, OH 44106-7003

Date: 06/26/2023
FILING REF.: The preceding
agreement was dated
08/30/2022

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)	
	<u>EFFECTIVE PERIOD</u>				
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2021	06/30/2025	61.00	On Campus	Organized Research
PRED.	07/01/2021	06/30/2025	26.00	Off Campus	All Programs
PROV.	07/01/2025	Until Amended			Use same rates and conditions as those cited for fiscal year ending Jun 30, 2025

*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**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	7/1/2022	6/30/2023	29.90	All	Full Time Staff
FIXED	7/1/2022	6/30/2023	19.50	All	Term, Temp & Early Ret.
FIXED	7/1/2023	6/30/2024	28.00	All	Full Time Staff
FIXED	7/1/2023	6/30/2024	19.00	All	Term., Temp. & Early Ret.
PROV.	7/1/2024	Until Amended			Use same rates and conditions as those cited for fiscal year ending Jun 30, 2024

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

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.

Effective 07/01/00, all animal and animal care costs (direct costs and associated administrative costs) are to be directly charged to the projects that benefit from such costs. The animal care facility will be added to the list of specialized service facilities.

The Organized Research rates on this agreement also apply to awards made to Case Western but performed at University Hospital, MetroHealth System, and the Cleveland Clinic Lerner College of Medicine.

FRINGE BENEFITS:

FICA, Retirement, Disability Insurance, Worker's Compensation, Life Insurance, Unemployment Insurance, Health Insurance, Tuition Remission, Dental Insurance, Severance Allowance, Employee Assistance Program, Employee Training, Employee Assistance Housing, and Wellness Program.

This Rate Agreement reflects new Fringe Benefits Rates only.

Your next Fringe Benefit proposal, based on actual cost for the fiscal year ending 6/30/2023, is due in our office by 12/31/2023.

The next Facilities and Administrative Cost proposal, based on actual costs for the fiscal year ending 6/30/2024, is due in our office by 12/31/2024.

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 \$5000.

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 indirect cost pool 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 indirect 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 indirect 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 indirect 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 indirect costs allocable to these programs.

BY THE INSTITUTION:

Case Western Reserve University

(INSTITUTION)



(SIGNATURE)

John F. Sideras

(NAME)

Executive Vice President
and Chief Financial Officer

(TITLE)

7/6/23

(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S

Digitally signed by Arif M. Karim -S
Date: 2023.06.29 15:53:01 -05'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

06/26/2023

(DATE)

HHS REPRESENTATIVE: Olulola Oluborode

TELEPHONE: (214) 767-3261