

NONPROFIT RATE AGREEMENT

EIN: 1592451713A1

DATE:10/06/2021

ORGANIZATION:

FILING REF.: The preceding agreement was dated 03/30/2021

H. Lee Moffitt Cancer Center & Research Institute
12902 Magnolia Drive
Tampa, FL 33612-9497

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>
FIXED	07/01/2021	06/30/2022	68.50	All	All Programs
PROV.	07/01/2022	06/30/2025			Use same rates and conditions as those cited for fiscal year ending June 30, 2022.

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000; hospitalization and other fees associated with patient care whether the services are obtained from an owned, related or third party hospital or other medical facility; rental/maintenance of off-site activities; student tuition remission and student support costs (e.g., student aid, stipends, dependency allowances, scholarships, fellowships).

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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	7/1/2021	6/30/2022	19.50	All	Full-Time (A)
FIXED	7/1/2021	6/30/2022	11.99	All	Faculty (B)
FIXED	7/1/2021	6/30/2022	20.87	All	Post Doctoral (A)
FIXED	7/1/2021	6/30/2022	18.06	All	Part-Time (A)
PROV.	7/1/2022	6/30/2025			Use same rates and conditions as those cited for fiscal year ending June 30, 2022.

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

(A) H. Lee Moffitt Cancer Center & Research Institute Employees

(B) H. Lee Moffitt Cancer Center & Research Institute Faculty hired after
12/31/2007.

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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.

Fringe Benefit Details:

Full-Time Staff Fringe Benefits include Medical Plan Claims, Dental Claims, Health Administrative Costs, Pension Matching, Pension Expense, Other Benefits, Long Term Disability, Life Insurance Premium, Workers Compensation, FICA, State Unemployment, Employee Parking, Tuition Reimbursement, Employee Medical Service, Rewards & Recognitions and Accrued Leave Payout.

Faculty Fringe Benefits include Medical Plan Claims, Dental Claims, Health Administrative Costs, Pension Matching, Pension Expense, Other Benefits, Long Term Disability, Life Insurance Premium, Workers Compensation, FICA, State Unemployment, Employee Parking, Tuition Reimbursement, Employee Medical Service, and Accrued Leave Payout.

Post Doctoral Fringe Benefits include Medical Plan Claims, Dental Claims, Health Administrative Costs, Other Benefits, FICA, State Unemployment, Employee Parking, Employee Medical Service, and Accrued Leave Payout.

Part-Time Fringe Benefits include Medical Plan Claims, Pension Matching, Workers Compensation, FICA, State Unemployment, Employee Parking, and Employee Medical Service.

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.

Next Indirect Cost and Fringe Benefit rate proposals based on the fiscal year ending June 30, 2021 are due in our office by December 31, 2021.

ORGANIZATION: H. Lee Moffitt Cancer Center & Research Institute

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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 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:

H. Lee Moffitt Cancer Center & Research Institute

(INSTITUTION)

Vette Tremonti

(SIGNATURE)

Vette Tremonti

(NAME)

EVP, Chief Financial

(TITLE) *and Administrative Officer*

10/14/2021

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes -S
Digitally signed by Darryl W. Mayes -S
DN: c=US, o=U S Government, ou=HHS, ou=PSC,
ou=People, 0.9.2342.19200300.100.1.1=2000131669,
cn=Darryl W. Mayes -S
Date: 2021.10.12 08:10:12 -0400

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

10/6/2021

(DATE) 3272

HHS REPRESENTATIVE: *Lucy Siow*

Telephone: *(301) 492-4855*