

**HOSPITALS RATE AGREEMENT**

EIN: 1050258905A1

DATE:02/27/2020

ORGANIZATION:

FILING REF.: The preceding agreement was dated 07/18/2017

The Miriam Hospital/Lifespan  
164 Summit Avenue  
Providence, RI 02906

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>
FINAL	10/01/2018	09/30/2019	46.00	On-Site	Research
PRED.	10/01/2019	09/30/2020	47.00	On-Site	Research
PRED.	10/01/2020	09/30/2021	48.00	On-Site	Research
PRED.	10/01/2021	09/30/2022	49.00	On-Site	Research
FINAL	10/01/2018	09/30/2019	33.00	Off-Site	Other Sponsored Programs
PRED.	10/01/2019	09/30/2022	33.00	Off-Site	Other Sponsored Programs
PROV.	10/01/2022	09/30/2025	49.00	On-Site	Research
PROV.	10/01/2022	09/30/2025	33.00	Off-Site	Other Sponsored Programs

\*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).

ORGANIZATION: The Miriam Hospital/Lifespan

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**SECTION I: FRINGE BENEFIT RATES\*\***

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<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	10/1/2018	9/30/2019	27.20	All	All Employees
FIXED	10/1/2019	9/30/2021	24.30	All	All Employees
PROV.	10/1/2021	9/30/2024	24.30	All	All Employees

\*\* DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

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**SECTION II: SPECIAL REMARKS**

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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.

1) The fringe benefit rate consists of health insurance, dental insurance, life insurance, disability insurance, pension plan, FICA, unemployment insurance, tuition, human resources, absence management services and workmen's compensation.

2) Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost of \$1,000 or more per unit.

3) Upon receipt of any Federal awards that may significantly impact the existing rates, you must contact CAS immediately, as rate adjustments may be required. In addition, predetermined rates cannot be used for Federal cost reimbursement contracts. Therefore, if you receive a Federal cost reimbursement contract, you must also notify CAS immediately.

4) Your next indirect cost proposal based on actual costs for the fiscal year ending 9/30/2021 is due in our office by 3/31/2022.

5) Your next fringe benefit proposal based on actual costs for the fiscal year ending 9/30/2019 is due in our office by 3/31/2020.

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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 cost principles promulgated by the Department of Health and Human Services, and should be applied to the grants, contracts and other agreements covered by these regulations subject to any limitations in A above. The hospital 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:

The Miriam Hospital/Lifespan

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

2/27/2020

(DATE) 6736

HHS REPRESENTATIVE:

Council Moore

Telephone:

(212) 264-2069