

HOSPITALS RATE AGREEMENT

EIN: 11-2673595

DATE:11/23/2020

ORGANIZATION:

FILING REF.: The preceding agreement was dated 11/01/2019

The Feinstein Institutes for Medical Research

972 Brush Hollow Road - 5th Floor

Westbury, NY 11590-

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.	01/01/2020	12/31/2022	67.50	On-Site (A)	Research
PRED.	01/01/2020	12/31/2022	21.50	Off-Site (B)	Research
FIXED	01/01/2020	12/31/2022	21.00	On-Site (A)	Other Sponsored Programs
FIXED	01/01/2020	12/31/2022	16.00	Off-Site (B)	Other Sponsored Programs
PROV.	01/01/2023	12/31/2025			Use same rates and conditions as those cited for fiscal year ending December 31, 2022.

*BASE

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Total direct costs excluding capital expenditures (building, individual items of equipment; alterations and renovations), and that portion of each subaward in excess of \$25,000.

A - See Special Remark Item 1

B - See Special Remark Item 2

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SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

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 agreement covers:

Northwell Healthcare, Inc.	11-2965586
Long Island Jewish Medical Center	11-2241326
North Shore University Hospital	11-1562701
The Feinstein Institutes for Medical Research	11-2673595
Lenox Hill Hospital	13-1624070
Staten Island University Hospital	11-2868878
Northern Westchester Hospital Association	13-1740118
Huntington Hospital Dolan Family Health Center	11-3368503
Southside Hospital	11-1667761
Huntington Hospital Association	11-1630914
Glen Cove Hospital	11-1633487
Plainview Hospital	11-3241243
The Long Island Home	11-2837244
Phelps Memorial Hospital Association	13-1725076
Central Suffolk Hospital Association	11-1661359
John T. Mather Memorial Hospital	11-1639818

All entities are organizations under the corporation of Northwell Health, Inc. (EIN 11-3418133).

Cohen and Zucker are under Long Island Jewish Medical Center (EIN 11-2241326).

2. Off-Site: All activities conducted at facilities other than listed above (item 1).

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.

** The next proposal based on actual costs for the fiscal year ending December 31, 2021 is due in our office by June 30, 2022.

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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 \$500.

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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 Feinstein Institutes for Medical Research

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Darryl W. Mayes

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(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

11/23/2020

(DATE) 6681

HHS REPRESENTATIVE:

Michael Stanco

Telephone:

(212) 264-2069