

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1136171197A1
ORGANIZATION:
Icahn School of Medicine at Mount Sinai
One Gustave L. Levy Place
New York, NY 10029-6574

Date: 01/30/2024
FILING REF.: The preceding
agreement was dated
12/07/2022

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.	01/01/2024	12/31/2025	69.00	On-Campus	Research
PRED.	01/01/2024	12/31/2025	26.00	Off-Campus	All Programs
PRED.	01/01/2024	12/31/2025	33.50	On-Campus	Other Sponsored Programs
PRED.	01/01/2024	12/31/2025	37.60	On-Campus	Instruction/Training
PROV.	01/01/2026	Until Amended			Use same rates and conditions as those cited for fiscal year ending December 31, 2025.

*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: Icahn School of Medicine at Mount Sinai

AGREEMENT DATE: 01/30/2024

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	1/1/2024	12/31/2024	30.50	(a)	All Employees
PROV.	1/1/2025	12/31/2027	30.50	(a)	All Employees

**** DESCRIPTION OF FRINGE BENEFITS RATE BASE:**

Salaries and wages excluding bonuses.

(a) Icahn School of Medicine at Mount Sinai

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.

1) The following fringe benefit costs are reimbursed to the grantee through the direct fringe benefit rate: Permanent Disability Insurance, Unemployment Insurance, Social Security Taxes, Disability Insurance NYS, Medical and Dental Insurance, Group Life Insurance, Pension, Union Benefits, Workmen's Compensation Insurance, Sabbatical Leave, Severance/Early Retirement, Relocation Expenses, Employee Tuition Reimbursement, Employee Health/Wellness Program and Benefits Administration.

2) Off – Campus definition: All activities conducted in facilities not owned by the institution, with the exception of those conducted in Mount Sinai Hospital or leased space, are considered Off–Campus. Activities conducted in Mount Sinai Hospital, or leased are considered On– Campus. 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.

3) 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 \$1,500.

** Your next F&A proposal based on actual costs for the fiscal year ending 12/31/2024, is due in our office by 06/30/2025.

** Your next Fringe Benefit proposal based on actual costs for the fiscal year ending 12/31/2023, is due in our office by 06/30/2024.

This rate agreement updates fringe benefit rates only.

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:

Icahn School of Medicine at Mount Sinai

(INSTITUTION)

Matt Rosamond

(SIGNATURE)

Matt Rosamond

(NAME)

CFO

(TITLE)

2/14/2024

(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes -S

Digitally signed by Darryl W.

Mayes -S

Date: 2024.02.09 11:26:33 -05'00'

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

01/30/2024

(DATE)

HHS REPRESENTATIVE: Ryan McCarthy

TELEPHONE:

(212) 264-2069