HOSPITAL RATE AGREEMENT

EIN: 1362174823A1 Date: 05/23/2025

FILING REF.: The preceding ORGANIZATION:

Rush University Medical Center agreement was dated

06/24/2024 1700 West Van Buren St.

Suite 265 TOB Chicago, IL 60612

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 TY	PES: F	IXED	FINAL	PROV	/. (PROVIS	IONAL)	PRED. (PREDETERMINED)
EFFECTIVE PERIOD							
TYPE	<u>FROM</u>]	<u>ΓΟ</u>]	RATE(%)	LOCATION	APPLICABLE TO
PRED.	07/01/20	25 (06/30/20	29	57.00	On Site	Organized Research
PRED.	07/01/20	25 (06/30/20	29	32.00	On Site	Other Sponsored Activities
PRED.	07/01/20	25 (06/30/20	29	26.00	Off Site	All Programs
PROV.	07/01/20)29 (06/30/20	32			Use same rates and conditions as those cited for fiscal year ending June 30, 2029.

*BASE

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For awards beginning on or before 06/30/2025: 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.

For awards beginning on or after 07/01/2025: Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$50,000 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 \$50,000. 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.

AGREEMENT DATE: 05/23/2025

SECTION I: FRINGE BENEFIT RATES**

TYPE	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	LOCATION	APPLICABLE TO
FIXED	7/1/2024	6/30/2025	10.60	All	All Employees
FIXED	7/1/2025	6/30/2026	16.30	All	All Employees
PROV.	7/1/2026	6/30/2029			Use same rates and conditions as those cited for fiscal year ending June 30, 2026.

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

AGREEMENT DATE: 05/23/2025

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-SITE DEFINITION: The off-site rate will apply for all activities: a) Performed in facilities not owned by the organization and where these facility costs are not included in the indirect cost pools; or b) Where rent is directly allocated/charged to the project(s). Actual costs will be apportioned between on-site and off-site components. Each portion will bear the appropriate rate.

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The rates in this rate agreement were reviewed in compliance with the HHS and NIH Grants Policy Statement applying a Salary Rate Limit (SRL) to indirect cost salaries & wages not exceeding the Executive Level II rate contained in the HHS Appropriations Act.

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.

FRINGE BENEFITS:

FICA
Retirement
Disability Insurance
Worker's Compensation
Life Insurance
Unemployment Insurance
Health Insurance
Child Care Subsidy
Tuition Remission
Dental Insurance
Fitness Center Subsidy

The next fringe benefit proposal based on actual cost for the fiscal year ending 6/30/2025, is due by 12/31/2025.

The next indirect cost proposal based on actual costs for the fiscal year ending 06/30/2028, is due by 12/31/2028.

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.

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SECTION III: GENERAL

A. <u>LIMITATIONS:</u>

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:	ON BEHALF OF THE GOVERNMENT:				
Rush University Medical Center	DEPARTMENT OF HEALTH AND HUMAN SERVICES				
(INS PPFUSiqUeN)y:	(AGENCY)				
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(SIGNATURE)	(SIGNOTUBE rode - S Date: 2025.06.10 10:01:22-04'00'				
Vince Gattuso	Olulola Oluborode				
(NAME) AVP, Financial Business	(NAME)				
Officer	<u>Director, Cost Allocation Services</u>				
(TITLE)	(TITLE)				
6/10/2025	05/23/2025				
(DATE)	(DATE)				
	HHS REPRESENTATIVE: Theodore Foster				
	TELEPHONE: (214) 767–3261				

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