

HOSPITALS RATE AGREEMENT

EIN: 042790311

DATE:10/12/2016

ORGANIZATION:

FILING REF.: The preceding agreement was dated 10/22/2015

Baystate Medical Center
759 Chestnut Street
Springfield, MA 01199-

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.	10/01/2016	09/30/2017	48.00	On-Site	Research
PRED.	10/01/2016	09/30/2017	35.00	Off-Site	Research
PRED.	10/01/2016	09/30/2017	40.00	On-Site	Public Service
PRED.	10/01/2016	09/30/2017	25.00	Off-Site	Public Service
PRED.	10/01/2016	09/30/2017	8.00	On-Site	Training
PROV.	10/01/2017	Until Amended			Use same rates and conditions as those cited for fiscal year ending September 30, 2017.

*BASE

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.

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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	10/1/2015	9/30/2016	22.20	All	All Employees
FIXED	10/1/2016	9/30/2017	21.70	All	All Employees
PROV.	10/1/2017	Until amended	23.20	All	All Employees

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

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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.

OFF-SITE DEFINITION: For all activities performed in facilities not owned by the organization and to which rent is directly allocated to the project(s), the off-site rate will apply. Actual costs will be apportioned between on-site and off-site components. Each portion will bear the appropriate rate.

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.

1) The following fringe benefits are included in the fringe benefit rate: FICA, Pension, Group Life and Health Insurance, Employee Health Service, Salary Continuation, Workmen's Compensation, Employee Relations, Unemployment Compensation, Dental Insurance, Employee Free Care and Health Club.

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

** A fringe benefit proposal for fiscal year ending September 30, 2016 is due on March 31, 2017.

** An indirect cost proposal for fiscal year ending September 30, 2016 is due on March 31, 2017.

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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:

Baystate Medical Center

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

Peter D. Friedman

Chief Financial Officer

10/18/16

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Darryl W. Mayes -A

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

10/12/2016

(DATE) 0629

Digitally signed by Darryl W. Mayes -A
DN: cn=US, o=U.S. Government, ou=HHS,
ou=P5C, ou=People,
0.9.2342.19200300.100.1.1=2000131669,
cn=Darryl W. Mayes -A
Date: 2016.10.17 10:52:55 -0400

HHS REPRESENTATIVE: Michael Stanco

Telephone: (212) 264-2069