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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4493 1-800-852-3345 Ext. 4493  
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

August 9, 2013

Sole Source

RetroActive

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a **sole source** agreement with Trustees of Dartmouth College (Vendor #177157-B013, 11 Rope Ferry Road, #6210, Hanover, NH 03755-1404, in an amount not to exceed \$438,610.00 to provide infectious disease medical epidemiologist support, to be effective **retroactive** to August 31, 2013 through August 30, 2015. *92.73% Federal funds / 7.28 % General Funds*

Funds are available in the following accounts for SFY 2014/SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2014	102-500731	Contracts for Prog Svc	90077021	91,377.00
2015	102-500731	Contracts for Prog Svc	90077021	109,652.50
2016	102-500731	Contracts for Prog Svc	90077021	18,275.50
			Sub Total	\$219,305.00

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2014	102-500731	Contracts for Prog Svc	900777000	91,377.00
2015	102-500731	Contracts for Prog Svc	900777000	109,652.50
2016	102-500731	Contracts for Prog Svc	900777000	18,275.50
			Sub Total	\$219,305.00
			TOTAL	\$438,610.00

### EXPLANATION

**Sole source** approval is requested as Dartmouth College is the sole academic institution with an affiliated medical center in New Hampshire, and was specified as the contracted work performer for these activities in the federal grant application that was approved and awarded. Because of Dartmouth's unique ability within New Hampshire to provide this service, and the specific language in the grant, these functions were not put out to bid.

**Retroactive** approval is requested because official notification of the award of federal funds for this contract was received on June 28, 2013, which delayed finalization of the scope of work and subsequent execution by vendor.

Funds in this agreement will be used to provide an infectious disease medical and epidemiology specialist for technical support in the preparation and response to bioterrorism, mass casualties and infectious disease outbreaks in New Hampshire. This joint appointment benefits both the Trustees of Dartmouth College and the Division of Public Health Services by providing both facilities a medical professional with a valid New Hampshire medical license who is board certified in infectious disease. The medical specialist will be based at the Division of Public Health Services, Hazen Drive location four days a week and at the Dartmouth Medical Center location one day a week, and is jointly funded by both organizations. This individual provides medical and epidemiological support for both the State public health initiatives and for the academic setting.

To the benefit of both agencies, this medical specialist will also assist with hospital specific public health and emergency response planning, arrange and conduct epidemiological studies to determine incidence and possible causes of infectious disease transmission, assist program staff in developing their research projects and skills and teach educational sessions relating to public health response to clinical staff, medical students and academic staff. Specific activities assigned by the Division of Public Health for the medical professional include the provision of infectious disease medical oversight of weekly disease outbreak team meetings and chairing the New Hampshire Communicable Disease Epidemic Control Committee. In addition, the medical specialist will also: develop training and educational material as required for State endeavors including the Office of the Governor, the Legislature, Department of Health and Human Services and the Division of Public Health Services; and serve as one of three physicians providing weekend and holiday emergency coverage for public health emergencies.

The essential services of the Division of Public Health include rapid diagnosis and investigation of diseases and informing and educating at the client (person) level, while serving as a resource to our State's medical force treating and controlling infectious disease cases. Furthermore, in calendar year 2012, a total of 104 gastrointestinal, 34 respiratory and 2 other types of infectious disease outbreaks were investigated. The service that this medically trained individual provides will support the full scope of these fundamental public health activities.

Should Governor and Executive Council not authorize this Request, the ability of the Division of Public Health Services to prepare for, and respond to, outbreaks of infectious disease would be significantly diminished.

The Department of Health and Human Services, in its sole discretion, may decide to offer a two (2) year option to renew this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement:

- Quarterly reports on programmatic activities and plans for the upcoming quarter;
- Attend required meetings as described in Exhibit A – Scope of Services;
- Number of presentations delivered to the Division and external partners.
- Number of infectious disease consults and healthcare system preparedness technical requests;
- Number of assembly notifications and drills, or actual events participated in within the requested response timeframe.

Area served: Statewide.

Source of Funds: 92.73% Federal Funds from the US Centers for Disease Control and Prevention, and the US Department of Health and Human Services, Assistant Secretary for Preparedness and Response; and 7.28% General Funds.

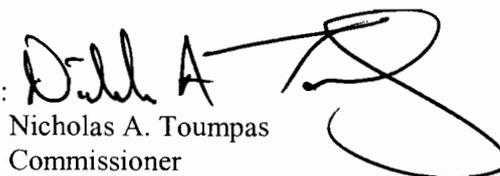
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Subject: Infectious Disease Medical Epidemiologist Support

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Trustees of Dartmouth College		<b>1.4 Contractor Address</b> 11 Rope Ferry Road, #6210 Hanover, NH 03755-1404	
<b>1.5 Contractor Phone Number</b> 603-646-3007	<b>1.6 Account Number</b> 05-95-90-902510-5171-102-500731, 05-95-90-902510-2239-500731	<b>1.7 Completion Date</b> August 30, 2015	<b>1.8 Price Limitation</b> \$438,610.00
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> <i>Christie Bothe</i>		<b>1.12 Name and Title of Contractor Signatory</b> <del>Christie Bothe</del> <b>Associate Director</b> <b>Office of Sponsored Projects</b>	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Grafton</u> On <u>8/8/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>Heather A. Arnold</i>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>		HEATHER A. ARNOLD Notary Public - New Hampshire My Commission Expires August 10, 2016	
<b>1.14 State Agency Signature</b> <i>[Signature]</i>		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <i>Jeanne P. Herrick, Attorney</i> On: <u>9 Aug. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: cb  
Date: 8/8/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

*Infectious Disease Medical Epidemiology Support*

**CONTRACT PERIOD:** August 31, 2013 through August 30, 2015

**CONTRACTOR NAME:** Trustees of Dartmouth College

**ADDRESS:** 11 Rope Ferry Road #6210  
Hanover, NH 03755-1404

**Grants Officer:** Renee Y. Brown

**TELEPHONE:** (603) 646-3180

**E-mail:** Renee.Y.Brown@Dartmouth.edu

On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) the contractor, herein referred to as the Deputy State Epidemiologist (DSE), agrees to assist DHHS, DPHS, the State of New Hampshire and statewide healthcare system partners with strengthening healthcare system preparedness (HSP) and public health emergency preparedness (PHEP) capacity.

**The DSE shall:**

**I. General Provisions**

**A. Required Services**

1. The DSE will serve in the primary role as infectious disease medical and epidemiological support to the Bureau of Infectious Disease Control (BIDC) within DPHS. The DSE role may be shared between two qualified individuals in order to meet the required services.
  - a. The individual(s) must be eligible for and hold a valid New Hampshire medical license.
  - b. The individual(s) must have completed training in Infectious Disease as documented through completion or current enrollment in an infectious disease fellowship or similar credentialing program.
  - c. Preference is requested for a physician who has completed a Masters in Public Health degree, Accredited Preventive/Occupational Medicine Residency, or CDC Epidemic Intelligence Service certification.
  - d. Preference is also requested for a physician who has excellent writing skills as demonstrated by the successful publication of research articles and manuscripts.
2. The DSE will be physically present at the DPHS a minimum of four (4) days per week in the Concord office location. Supplies, office equipment, computer, secretarial support, and travel to conferences/meetings of public health relevance will be provided and funds paid by DHHS if requested by DHHS for DSE to travel.

3. The DSE will be physically present at Dartmouth Hitchcock Medical Center (DHMC) one (1) day per week on Tuesday. For these activities, the DSE is under the supervision of the Chief of Infectious Disease at DHMC. The additional duties at DHMC will include but are not limited to:
  - a. Serve as a DHMC liaison for PHEP and HSP, including healthcare coalition development.
  - b. Consult for Dartmouth Medical School's academic center of excellence activities.
  - c. Attend scheduled duties on the DHMC ID service. The scheduled service dates shall be provided in advance to DHHS and the role of DSE plan for coverage during these services dates submitted to DHPS. The plan will be specific to response of emergent issues warranting the expertise of the DSE or alternate physician to support such a response.
  
4. The DSE duties are outlined in this section. Oversight of the duties will be the responsibility of the Bureau Chief of BIDC or designee.
  - a. Plan and conduct epidemiological studies to determine incidence and possible causes of infectious disease transmission.
  - b. Assist DPHS program staff in developing their research projects and skills. A minimum of two days monthly will include Publication Club activity.
  - c. Respond to requests from the general public, health care providers, media, and others as appropriate to inform, investigate and recommend the strategies for disease control measures and public health emergency responses.
  - d. Serve as liaison for federal and state agencies as requested by the State Epidemiologist or BIDC Bureau Chief.
  - e. Direct field investigations; oversee analysis of public health investigations as needed.
  - f. Attend weekly Outbreak Team meetings and conduct a minimum of 6 didactic presentations during the calendar year to DPHS staff.
  - g. Chair the NH Communicable Disease Epidemic Control Committee to be held at a minimum quarterly.
  - h. Provide consultation and technical assistance during mutually agreed upon consultation times to BIDC staff on surveillance and control measures and coordinating outbreak response.
  - i. Serve as subject matter expert and consultant in epidemiology and infectious disease for healthcare system partners, the Office of the Governor and the legislature.
  - j. Serve as a technical information resource for the Director of the Division of Public Health Services. This may include the development of procedures and policies and the advancement of research and assisting with DPHS quality improvement initiatives.

- k. Participate in the infectious disease physician weekend and holiday after hours on call coverage, not inclusive of the time described in I.A.2.
- l. Assist with the writing and implementation of healthcare system preparedness and public health emergency plans.
- m. Serve as medical subject matter expert as part of the DPHS Incident Management Team. Participate in assembly and notification drills and respond to actual events.
- n. Coordinate NH DHHS submission to and attend the annual Northeast Epidemiology Conference as requested by DHHS. When NH is required (on rotational basis among 8 states), lead planning of conference.

**II. Reporting and Performance Measurement:**

**A. Reporting and Contract Monitoring:**

- 1. The DSE shall submit to the DPHS BIDC Bureau Chief the following data used to monitor program performance:
  - a. Quarterly reports on programmatic activities and plans for the upcoming quarter using a format developed or approved by DPHS. Reports will be due to the DPHS within 30 days of the end of each calendar quarter of the contract period. These reports will include a brief narrative of work completed or in process during the past quarter and plans for the upcoming quarter, including any challenges/barriers to completing requirements as described in this Exhibit A.

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**NH Department of Health and Human Services**

**Exhibit B**

**Purchase of Services  
Contract Price**

***Infectious Disease Medical Epidemiology Support***

**Vendor #177157-B013**

**Job #90077021  
#90077700**

**Appropriation #05-95-90-902510-5171-102-500731  
#05-95-90-902510-2239-102-500731**

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the infectious disease medical epidemiology services during the period of the contract shall not exceed:
  - \$219,305 funded from 85.45% Federal Funds from the US Centers for Disease Control and Prevention, (CDC) (CFDA #93.069) and 14.55% General Funds;
  - \$219,305 funded from 100% Federal Funds from the US Department of Health and Human Services, Assistant Secretary for Preparedness and Response, (CFDA #93.889);

**TOTAL: \$438,610**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate.

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence.

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal**

The DHHS in its sole discretion may decide to offer a two (2) year option to renew this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: cb  
Date: 8/8/13

**NH Department of Health and Human Services**

**Standard Exhibit D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors); prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,  
129 Pleasant Street  
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

Contractor Initials: cb  
Date: 8/8/13

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

**Trustees of Dartmouth College**      **From: August 31, 2013**      **To: August 30, 2015**  
 Contractor Name      Period Covered by this Certification

**Christine Bothe**  
**Associate Director**  
**Office of Sponsored Projects**  
 Name and Title of Authorized Contractor Representative

*Christine Bothe*      8/8/13  
 Contractor Representative Signature      Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

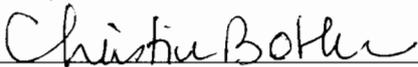
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

Contract Period: August 31, 2013 through August 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Contractor Signature

**Christine Bothe**  
**Associate Director**  
Contractor's Representative Title  
**Office of Sponsored Projects**

**Trustees of Dartmouth College**  
Contractor Name

8/18/13  
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

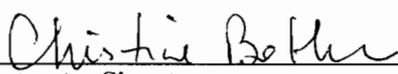
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ <b>Contractor Signature</b>	<b>Christine Bothe</b> <b>Associate Director</b> <b>Office of Sponsored Projects</b> _____ <b>Contractor Name</b>
<b>Trustees of Dartmouth College</b> _____ <b>Contractor Name</b>	8/8/13 _____ <b>Date</b>

NH Department of Health and Human Services

Standard Exhibit G

**CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Christine Bothe  
Contractor Signature

**Christine Bothe**  
**Associate Director**  
**Office of Sponsored Projects**  
Contractor's Representative

**Trustees of Dartmouth College**  
Contractor Name

8/8/13  
Date

NH Department of Health and Human Services

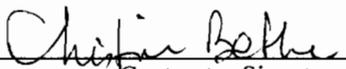
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

**Christine Bothe**  
**Associate Director**  
**Office of Sponsored Projects**

Contractor's Representative Title

**Trustees of Dartmouth College**

Contractor Name

8/8/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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8/8/13

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall

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instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

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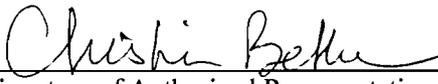
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES  
 The State Agency Name

Trustees of Dartmouth College  
 Name of Contractor

  
 Signature of Authorized Representative

  
 Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN  
 Name of Authorized Representative

**Christine Bothe**  
**Associate Director**  
**Office of Sponsored Projects**  
 Name of Authorized Representative

BUREAU CHIEF  
 Title of Authorized Representative

**Christine Bothe**  
**Associate Director**  
**Office of Sponsored Projects**  
 Title of Authorized Representative

8/14/13  
 Date

8/18/13  
 Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
\_\_\_\_\_  
(Contractor Representative Signature)

**Christine Bothe**  
**Associate Director**  
**Sponsored Projects**  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

**Trustees of Dartmouth College**  
(Contractor Name)

**8/8/13**  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 041027822

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

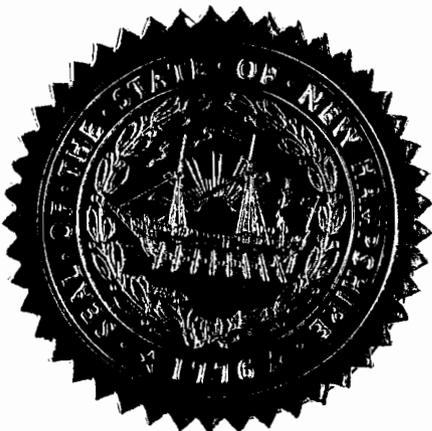
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that our records show that a special corporate charter was granted to the TRUSTEES OF DARTMOUTH COLLEGE by the British Crown on December 13, 1769. I further certify that no fees are required to be paid to this office by this corporation.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



BOARD OF TRUSTEES

CERTIFICATE

I, Marcia J. Kelly, hereby certify that I am Assistant Clerk of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire; that, as Assistant Clerk, I have custody of the records of meetings of the Board of Trustees of said corporation; and that at a meeting of said Board duly called and held on the 9<sup>th</sup> day of April, 2011 at which a quorum was present and acting throughout, the following vote was adopted:

VOTED: To approve the Signature and Requisition Authority Policy, effective July 1, 2011 or such earlier date as the Executive Vice President/Chief Financial Officer shall determine. The provisions of the Signature and Requisition Authority Policy shall take precedence over any previous inconsistent vote of the Board of Trustees.

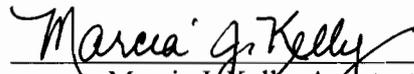
I further certify that said vote remains in full force and effect as of the date hereof and are not contrary to any provision of the Charter of said corporation.

I further certify that attached hereto is a true and correct copy of the Introduction and the Sponsored Activities Administration and Intellectual Property Transactions section (Appendix G) of the said Signature and Requisition Authority Policy.

I further certify that the following persons were appointed to the positions opposite their respective names and continue to serve in said positions as of the dates shown:

Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Martin N. Wybourne	Vice Provost for Research	July 1, 2004
Christine Bothe	Associate Director, Office of Sponsored Projects	December 1, 2011
Kathryn Page	Associate Director, Office of Sponsored Projects	July 1, 2001
Heather A. Arnold	Assistant Director, Office of Sponsored Projects	December 1, 2011

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 8<sup>th</sup> day of August, 2013

  
\_\_\_\_\_  
Marcia J. Kelly, Assistant Clerk  
Trustees of Dartmouth College





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td><b>INSURER B:</b> Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td><b>INSURER C:</b> Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> National Fire Insurance Co of Hartford	20478	<b>INSURER B:</b> Midwest Employers Casualty Company	23612	<b>INSURER C:</b> Transportation Insurance Company	20494	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 1316233 Dartmouth College 53 South Main Street, Suite 212 Hanover NH 03755															

**COVERAGES** DARCO02      **CERTIFICATE NUMBER:** 11595448      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX	
A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2099375438 (AOS) 2099375472 (CA)	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Excess Work Comp		N	N	EWC008364	7/1/2013	7/1/2014	WC - Statutory; EL Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

**11595448**  
 Director, Division of Public Health Services  
 New Hampshire DHHS  
 29 Hazen Drive  
 Concord NH 03301-6504

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*

# DARTMOUTH COLLEGE

Financial Statements

2011 - 2012





KPMG LLP  
Suite 400  
356 Mountain View Drive  
Colchester, VT 05446

## Independent Auditors' Report

The Board of Trustees  
Dartmouth College:

We have audited the accompanying statement of financial position of Dartmouth College (the College) as of June 30, 2012, and the related statements of activities, operating expenses, and cash flows for the year then ended. These financial statements are the responsibility of the College's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the College's 2011 financial statements and, in our report dated November 7, 2011, because we were unable to examine evidence regarding the fair value of certain unrecognized trust interests, we expressed a qualified opinion on those financial statements.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in note L, assets and changes in net assets do not include the College's interests in certain third-party charitable trusts for which current fair values are not available. Accordingly, we were unable to apply adequate procedures to satisfy ourselves as to such fair values, and the effects of this departure from U.S. generally accepted accounting principles on the College's financial position and changes in net assets cannot be determined.

In our opinion, except for the effects of such adjustments deemed necessary had we examined evidence regarding the fair value of the unrecognized trust interests discussed in the preceding paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth College as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

**KPMG LLP**

November 10, 2012

## Dartmouth College

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### Statement of Financial Position

As of June 30, 2012, with comparative information as of June 30, 2011  
(in thousands)

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	2012	2011
<b>Assets</b>		
Cash and cash equivalents	\$ 306,241	\$ 319,584
Receivables and other assets, net	183,828	167,190
Investment related receivables	38,539	164,824
Pledges receivable, net	142,776	173,487
Investments held by bond trustees	151	22,834
Investments, at fair value	4,375,764	4,175,756
Land, buildings, equipment, and construction in progress, net	927,694	863,627
<b>Total assets</b>	<b>5,974,993</b>	<b>5,887,302</b>
<b>Liabilities</b>		
Accounts payable and other liabilities	74,423	87,249
Investment related payables	100,176	292,863
Deferred revenues and deposits	38,121	34,282
Liability for split-interest agreements	41,705	46,801
Pension and other employment related obligations	315,980	267,823
Bonds, mortgages, and notes payable, net	1,128,875	946,768
Interest rate swap liabilities, at fair value	216,306	89,403
Conditional asset retirement obligations	21,665	22,629
Government advances for student loans	20,192	20,024
<b>Total liabilities</b>	<b>1,957,443</b>	<b>1,807,842</b>
<b>Total Net Assets</b>	<b>\$ 4,017,550</b>	<b>\$ 4,079,460</b>
<b>Net Assets</b>		
Unrestricted	\$ 1,006,070	\$ 1,109,344
Temporarily restricted	1,991,249	1,996,557
Permanently restricted	1,020,231	973,559
<b>Total Net Assets</b>	<b>\$ 4,017,550</b>	<b>\$ 4,079,460</b>

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See accompanying notes to the financial statements.

## Dartmouth College

### Statement of Activities

For the year ended June 30, 2012, with summarized financial information for the year ended June 30, 2011

(in thousands)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2012	2011
<b>Endowment Activities</b>					
Gifts	\$ 8	\$ 858	\$ 48,831	\$ 49,697	\$ 40,338
Net investment return	46,784	149,929	586	197,299	541,549
Distributed for spending	(44,142)	(138,714)	-	(182,856)	(174,899)
Other changes	(1,249)	1,913	2,369	3,033	4,057
Amounts transferred from other funds, net	(599)	2,015	4,389	5,805	4,059
<b>Change in net assets from endowment activities</b>	<b>802</b>	<b>16,001</b>	<b>56,175</b>	<b>72,978</b>	<b>415,104</b>
<b>Operating Activities</b>					
<b>Revenues</b>					
Tuition and fees	284,540	-	-	284,540	266,674
Student scholarships	(116,388)	-	-	(116,388)	(114,533)
Net tuition and fees	168,152	-	-	168,152	152,141
Sponsored research grants and contracts	173,554	-	-	173,554	179,811
Dartmouth College Fund and other gifts	71,008	13,154	-	84,162	77,880
Distributed endowment investment return	176,055	5,109	-	181,164	173,247
Other operating income	126,694	14	-	126,708	118,126
Auxiliaries	60,207	-	-	60,207	61,559
Net assets released from restrictions	8,022	(8,022)	-	-	-
<b>Total revenues</b>	<b>783,692</b>	<b>10,255</b>	<b>-</b>	<b>793,947</b>	<b>762,764</b>
<b>Expenses</b>					
Academic and student programs	495,958	-	-	495,958	460,848
Sponsored programs	125,013	-	-	125,013	127,430
General institutional services	87,189	-	-	87,189	84,072
Auxiliaries	67,628	-	-	67,628	65,991
<b>Total expenses</b>	<b>775,788</b>	<b>-</b>	<b>-</b>	<b>775,788</b>	<b>738,341</b>
<b>Change in net assets from operating activities</b>	<b>7,904</b>	<b>10,255</b>	<b>-</b>	<b>18,159</b>	<b>24,423</b>
<b>Non-operating Activities</b>					
Gifts	-	28,702	-	28,702	19,043
Other non-operating changes, net	22,463	1,907	-	24,370	34,652
Distributed endowment investment return	367	1,325	-	1,692	1,652
Decrease in outstanding pledges	-	(19,379)	(11,332)	(30,711)	(39,231)
Pension and postretirement benefit related changes other than net periodic benefit costs	(40,806)	-	-	(40,806)	78,458
Disposals and non-capitalized expenditures	(2,697)	(1,699)	-	(4,396)	(8,192)
Unrealized gain (loss) related to interest rate swap agreements	(126,903)	-	-	(126,903)	27,771
Net assets released from restrictions	34,496	(34,496)	-	-	-
Amounts transferred to endowment, net	1,100	(7,690)	785	(5,805)	(4,059)
Net change in split-interest agreements	-	(234)	1,044	810	8,201
<b>Change in net assets from non-operating activities</b>	<b>(111,980)</b>	<b>(31,564)</b>	<b>(9,503)</b>	<b>(153,047)</b>	<b>118,295</b>
<b>Change in net assets</b>	<b>(103,274)</b>	<b>(5,308)</b>	<b>46,672</b>	<b>(61,910)</b>	<b>557,822</b>
<b>Net Assets, beginning of year</b>	<b>1,109,344</b>	<b>1,996,557</b>	<b>973,559</b>	<b>4,079,460</b>	<b>3,521,638</b>
<b>Net Assets, end of year</b>	<b>\$ 1,006,070</b>	<b>\$ 1,991,249</b>	<b>\$ 1,020,231</b>	<b>\$ 4,017,550</b>	<b>\$ 4,079,460</b>

See accompanying notes to the financial statements.

Dartmouth College

Statement of Operating Expenses

For the year ended June 30, 2012, with summarized financial information for the year ended June 30, 2011  
(in thousands)

	Academic & Student Programs			General Institutional Services				Total Expenses	
	Sponsored Programs	Administrative Support	Facilities Operation & Maintenance	Development	Total	Auxiliaries	2012	2011	
Salaries and wages	\$ 202,229	\$ 24,003	\$ 16,214	\$ 16,022	\$ 56,239	\$ 13,290	\$ 326,856	\$ 309,317	
Employee benefits	72,432	8,395	5,548	5,539	19,482	4,595	112,937	125,600	
Fellowships and student support	9,419	-	-	-	-	-	13,716	12,470	
Materials, equipment, and supplies	32,955	5,409	1,370	1,632	8,411	14,920	67,654	67,734	
Purchased services	43,515	6,496	2,216	6,874	15,586	6,923	100,355	90,889	
Utilities, taxes, and occupancy	-	-	38,635	-	38,635	6,139	44,774	43,616	
Depreciation	36,484	2,743	5,886	57	8,686	7,119	52,289	44,760	
Lodging, travel, and similar costs	20,571	1,247	226	1,838	3,311	226	27,397	22,705	
Interest and amortization	-	-	22,805	-	22,805	-	22,805	16,524	
Other expenses	5,216	1,004	121	317	1,442	145	7,005	4,726	
	422,821	49,297	93,021	32,279	174,597	53,357	775,788	\$ 738,341	
Facilities operation & maintenance	73,137	5,498	(93,021)	115	(87,408)	14,271	-	-	
Total expenses for FY12	\$ 495,958	\$ 54,795	\$ -	\$ 32,394	\$ 87,189	\$ 67,628	\$ 775,788	\$ 775,788	
Total expenses for FY11	\$ 460,848	\$ 51,968	\$ -	\$ 32,104	\$ 84,072	\$ 65,991	\$ 738,341	\$ 738,341	

See accompanying notes to the financial statements.

## Dartmouth College

### Statement of Cash Flows

For the year ended June 30, 2012, with comparative information for the year ended June 30, 2011  
(in thousands)

	2012	2011
<b>Cash flows from operating activities</b>		
Total change in net assets	(\$ 61,910)	\$ 557,822
Adjustments to reconcile total change in net assets to net cash used by operating activities:		
Depreciation and amortization	53,191	45,095
Change in estimated value of interest rate swap agreements	126,903	(27,771)
Change in estimated pension and post-retirement benefit obligation	51,705	(57,052)
Change in pledges receivable, net	30,711	39,231
Other non-cash transactions	1,361	919
Contributions, investment income, and other changes restricted for long-term investment	(70,569)	(60,838)
Net realized and unrealized gains	(225,284)	(580,383)
Changes in operating assets and liabilities:		
Receivables and other assets, net	(22,358)	951
Accounts payable and other liabilities	(13,790)	16,872
Deferred revenues and deposits	3,839	2,828
Employment related obligations	(3,548)	(1,582)
<b>Net cash used by operating activities</b>	<b>(129,749)</b>	<b>(63,908)</b>
<b>Cash flows from investing activities</b>		
Student loans granted	(8,571)	(17,333)
Student loans repaid	13,820	13,691
Purchases of land, buildings, and equipment	(117,952)	(134,270)
Proceeds from the sale of land, buildings, and equipment	18,434	6,555
Net change in split-interest agreements	(5,096)	1,737
Net change in unsettled trades	(66,402)	65,905
Purchases of investments	(7,867,688)	(8,037,740)
Sales and maturities of investments	7,874,530	8,057,963
<b>Net cash used by investing activities</b>	<b>(158,925)</b>	<b>(43,492)</b>
<b>Cash flows from financing activities</b>		
Proceeds from issuance of debt	244,275	10,650
Repayment of debt	(62,364)	(8,990)
Change in investments held by bond trustee	22,683	63,632
Contributions, investment income, and other changes restricted for long-term investment in:		
Facilities	16,225	14,113
Endowment, life income, and similar funds	54,344	46,725
Changes in government advances for student loans	168	151
<b>Net cash provided by financing activities</b>	<b>275,331</b>	<b>126,281</b>
<b>Net change in cash and cash equivalents</b>	<b>(13,343)</b>	<b>18,881</b>
Cash and cash equivalents, beginning of year	319,584	300,703
<b>Cash and cash equivalents, end of year</b>	<b>\$ 306,241</b>	<b>\$ 319,584</b>

See accompanying notes to the financial statements.



## Dartmouth College

*Office of Sponsored Projects  
11 Rope Ferry Road #6210  
Hanover, NH 03755-1404*

TELEPHONE: (603) 646-3007  
FAX: (603) 646-3670  
EMAIL: [sponsored.projects@dartmouth.edu](mailto:sponsored.projects@dartmouth.edu)

### Dartmouth College Mission

Dartmouth College educates the most promising students and prepares them for a lifetime of learning and of responsible leadership, through a faculty dedicated to teaching and the creation of knowledge.

Since its founding in 1769 to educate Native students, English youth, and others, Dartmouth has provided an intimate and inspirational setting where talented faculty, students, and staff - diverse in background but united in purpose - contribute to the strength of an exciting academic community that cuts easily across disciplines.

Dartmouth is committed to providing the best undergraduate liberal arts experience and to providing outstanding graduate programs in the Geisel Medical School (founded 1797), the Thayer School of Engineering (1867), the Tuck School of Business (1900), and the graduate programs in the Arts and Sciences. Together they constitute an exceptional and rich learning environment. Dartmouth faculty and student research contributes substantially to the expansion of human understanding.

The College provides a comprehensive out-of-classroom experience, including service opportunities, engagement in the arts, and competitive athletic, recreational, and outdoor programs. Pioneering programs in computation and international education are hallmarks of the College. Dartmouth graduates are marked by an understanding of the importance of teamwork, a capacity for leadership, and their keen enjoyment of a vibrant community. Their loyalty to Dartmouth and to each other is legendary and is a sustaining quality of the College.

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New York, NY 10019

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Washington, DC

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services Division of Public Health Services

**Agency Name:** Trustees of Dartmouth College

**Name of Bureau/Section:** Infectious Disease Medical Epidemiologist

BUDGET PERIOD:	SFY 14	8/31/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Bryan J. Marsh, M.D.	\$168,367	0.00%	\$0.00
Elizabeth A. Talbot, M.D.	\$163,519	40.00%	\$65,407.60
TBN Epidemiologist	\$141,400	40.00%	\$56,560.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$121,967.60</b>

BUDGET PERIOD:	SFY 15	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Bryan J. Marsh, M.D.	\$202,040	0.00%	\$0.00
Elizabeth A. Talbot, M.D.	\$196,223	40.00%	\$78,489.12
TBN Epidemiologist	\$169,680	40.00%	\$67,872.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$146,361.12</b>

BUDGET PERIOD:	SFY 16	7/1/15 - 8/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Bryan J. Marsh, M.D.	\$33,673	0.00%	\$0.00
Elizabeth A. Talbot, M.D.	\$32,704	40.00%	\$13,081.52
TBN Epidemiologist	\$28,280	40.00%	\$11,312.00
		0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$24,393.52</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

## CURRICULUM VITAE

June 2013

**Name:** Bryan John Marsh  
**Office address:** Dartmouth-Hitchcock Medical Center, One Medical Center Drive, Lebanon, NH 03781  
**Home Address:** [REDACTED]  
**E-mail:** [bryan.j.marsh@hitchcock.org](mailto:bryan.j.marsh@hitchcock.org)  
**Place of Birth:** Southampton, England

### Education:

1976-1980 Dartmouth College. B.A., 1980  
1981-1985 University of Chicago, Department of Anthropology. M.A., 1983.  
1986-1990 University of Chicago Pritzker School of Medicine. M.D., 1990.

### Postdoctoral Training:

#### Internship and Residency

1990-1991 Internship in Internal Medicine: Dartmouth-Hitchcock Medical Center, Lebanon NH  
1991-1993 Residency in Internal Medicine: Dartmouth-Hitchcock Medical Center, Lebanon NH.

#### Fellowship

1993-1995 Fellowship in Infectious Diseases: Dartmouth-Hitchcock Medical Center, Lebanon NH.

#### Additional Training

February, 1996 Hartford Hospital Antibiotic Management Program.  
May, 1995 Training Course in Hospital Epidemiology: The Society for Hospital Epidemiology of America.  
2008-2009 Executive Education Program for Section Chiefs and Practice Managers. Tuck School of Business.

### Licensure and Certification:

1993 State of New Hampshire, License no. 8898  
1993 Diplomate, American Board of Internal Medicine.  
1996 Diplomate, American Board of Internal Medicine, Subspecialty of Infectious Disease, American Board of Internal Medicine.  
2004 Credentialed, American Academy of HIV Medicine HIV Specialist

### Academic Appointments:

1995-1997 Instructor in Medicine: Dartmouth Medical School.  
1997-2006 Assistant Professor of Medicine: Dartmouth Medical School.  
2006-present Associate Professor of Medicine: Dartmouth Medical School

### Hospital Appointments:

1993-1995 Affiliate Clinical Staff, Mary-Hitchcock Memorial Hospital, Lebanon NH.  
1995-1997, 1999 Consultant Physician, Brattleboro Memorial Hospital, Brattleboro VT.  
1995-1997 Associate Clinical Staff, Mary-Hitchcock Memorial Hospital, Lebanon NH.  
1997-present Clinical Staff, Mary-Hitchcock Memorial Hospital, Lebanon NH.  
2002-present Voting Member, The Hitchcock Clinic.

**Other Professional Positions and Major Visiting Appointments:**

- 1995-1997 Program Director, Lyndonville VT Outreach Clinic of the Infectious Disease Section, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1996-present Program Director, Manchester-Hitchcock Outreach clinic of the Infectious Disease Section, Dartmouth-Hitchcock Medical Center, Lebanon NH.

**Hospital and Health Care Organization Clinical Responsibilities:**

- 1995-present Attending Physician, Infectious Disease Section, Dartmouth-Hitchcock Medical Center, Lebanon NH
- 1997-present Program Director, Comprehensive Antimicrobial Program of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 7/99-2/00 Hospital Epidemiologist, Dartmouth-Hitchcock Medical Center, Lebanon NH

**Major Administrative Responsibilities:**

- 7/99-2/00 Acting Chief, Infectious Disease Section, Dartmouth-Hitchcock Medical Center, Lebanon NH
- 2002-present Medical Director, Hitchcock Clinic HIV Program.
- 2007-present Acting Chief, Section of Infectious Disease and International Health, Dartmouth-Hitchcock Medical Center, Lebanon NH

**Major Committee Assignments:****International:**

- 2003 Consultant, Kosovo HIV/AIDS Prevention Project (sponsored by Population Services International).
- 2005 Consultant, Guyana national HIV/AIDS Program.
- 2010 Consultant, Haiti national HIV/AIDS Program

**National and Regional:**

- 2001 Member and New Hampshire representative, ad hoc founding committee of the New England division of the American Academy of HIV Medicine.
- 2001-present Member and New Hampshire representative, New England Board of the American Academy of HIV Medicine.
- 2002 Consultant responsible for development of guidelines for the management of Hepatitis C infections, New Hampshire Department of Corrections.
- May 11, 2004 Member, White Coat Day (physician lobbying effort for HIV funding, organized by AAHIVM and HIVMA), Washington D.C..
- 2004-present Member, Medical Advisory Committee to the New Hampshire AIDS Drug Assistance Program.

**Dartmouth-Hitchcock Medical Center:**

- 1994-1995 Committee Member, Infection Control Committee of Dartmouth-Hitchcock Medical Center
- 1995-1997 Ad hoc member of the Antimicrobial Subcommittee, with responsibility to develop a comprehensive antimicrobial policy, of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 7/99-2/00 Acting chair, Infections Committee, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 7/99-2/00 Acting co-chair, Antimicrobial Subcommittee of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1997-present Committee member, Antimicrobial Subcommittee of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1998-2004 Committee member, Internship Selection Committee, Department of Medicine, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1999-present Coordinator, Infectious Disease Section weekly clinical conference, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 2001-present Committee member, CIS Steering Group (advisory to the Board of Governors), Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 2004 Dermatology Residency internal review committee.

3/10-present Blood Borne Pathogen Committee, Dartmouth-Hitchcock Medical Center, Lebanon NH.

**Professional Societies:**

1993-present Member, Northern New England Infectious Disease Society.  
1997-present Member, Vermont Medical Society.  
1996-present Member, American Society for Microbiology.  
1993-1997 Member-in-training, Infectious Disease Society of America.  
1997-present Member, Infectious Disease Society of America.  
1998-present Member, American College of Physicians.  
2000-present Member of the American Academy of HIV Medicine.  
2000-present Member, International AIDS Society.  
2001-present Member, HIV Medicine Association of the Infectious Disease Society of America.

**Community Service Related to Professional Work:**

2004 Outside senior thesis examiner, Marlboro College

**Editorial Boards:**

Ad hoc reviewer: *AIDS, Clinical Infectious Diseases, The Journal of Infectious Diseases, Clinical Therapeutics*

**Awards and Honors:**

1980 Cum Laude, Dartmouth College.  
1980 With Distinction in Biology, Dartmouth College.  
1983 Roy Albert Prize for "outstanding work in the field of anthropology."  
1996 Red Ribbon Physician Award of the Granite State AIDS Consortium "In recognition of Outstanding Medical Care to People Living with HIV/AIDS."

**Report of Teaching:**

1. Narrative report.

My interest in teaching is a reflection of my clinical focus – the care of people living with HIV/AIDS (PLWHA). The dramatic reduction in morbidity and mortality from HIV/AIDS in the U.S. in the last 10 years has been the result of a remarkable synergy between clinical and basic research, translated through the practice of expert clinicians. I thus hope not only to contribute to the development of expert clinicians but also to stimulate an awareness and understanding of the process of medical science that has led to the benefits now open to PLWHA in resource-rich settings.

HIV care is now truly a specialty of its own, so I consider my most important audience those who are actively involved in the care of PLWHA. To further this within the DHMC ID Section I have initiated two programs for the ID fellows. First, I established and run a biweekly one hour teaching session with the ID fellows, during which time we discuss sophisticated issues in the management of HIV infection. And second, I established an HIV teaching clinic at the Manchester Hitchcock Clinic, during which time I mentor the senior DHMC ID fellows in the care of a significant number of HIV patients. I believe that the combination of these two teaching venues has significantly improved the competence in HIV care of the ID fellows who graduate from our program.

I also provide training to established HIV experts both locally and regionally. At DHMC I am the most up-to-date and informed of the HIV providers and act as a resource to the other members of the section. Within the region I accept any and all opportunities to provide HIV training to other HIV treaters, most consistently by providing twice annual updates for the HIV providers in the southern region of the state and in Portland, Maine.

Finally, I have now provided significant training and education in HIV medicine to lead HIV physicians from Kosovo, Tanzania, and Guyana.

In addition to working with clinicians who are expert in HIV care I do feel a commitment to providing appropriate education to non-experts. The HIV mini-elective for DHMC medicine residents is the only structured exposure the residents have to HIV medicine, and I commit several hours per week to this activity.

2. Local contributions.

Dartmouth-Hitchcock Medical Center and Dartmouth Medical School

June, 2008	Primer on "The Diagnosis, Prevention, and Management of Tuberculosis" for the staff of the Dartmouth College Health Service Lecturer 12 physicians and other clinicians
5, 2005	"An introduction to HIV" in Anthropology 17 (The Anthropology of Health and Illness) Instructor Large undergraduate class at Dartmouth College One 1 hour didactic presentation
2004-present	Infectious Disease Section fellow didactic training in HIV/AIDS Instructor and discussion leader 3 ID fellows Two 1 hour didactic and discussion sessions/month
2002-present	Infectious Disease Section fellow clinical training in HIV/AIDS Clinical instructor 2 senior ID fellows One 3-4 hour intensive HIV clinic/month at the Manchester outreach clinic
2002	Medical Grand Rounds (HIV Update), DHMC
2000-present	Infectious Disease Updates for the staff of the Dartmouth College Health Service Lecturer 8-12 physicians and other clinicians One session/year, one hour of contact time, 3 hours of preparation
1998	Medical Grand Rounds (HIV Update), DHMC
1997-present	HIV for the primary care provider Lecturer and panel discussant in an annual program presented by the DHMC ID Section 10-30 audience members One hour of contact time, 5 hours of preparation
1997- present	Infectious Disease Block, Scientific Basis of Medicine, DMS Lecturer and small group leader 70 DMS2 students for lectures, 20 for small groups 5 hours of contact time, 10 hours of preparation
1997- present	HIV mini-elective at DHMC Director and instructor 12-18 PGY-2/3 medicine residents/year 3 hours/week
1997- present	Infectious Disease Service, Department of Medicine Instructor. 1-3 DMS-4 and DOM residents rotating on the ID inpatient consult service 8 weeks/year, 1-2 hours/day of clinical teaching

3. Regional, national, or international contributions.

June, 2008	Grand Rounds at Valley Regional Hospital: "Updates in HIV Testing Guidelines." Lecturer 17 physicians
April, 2008	"CROI Conference Update" for southern NH HIV physicians Lecturer

	12 physicians and other clinicians
April, 2008	“HIVe Update” for Society of NH Pharmacists Lecturer 80 pharmacists
September, 2005	HIV/AIDS training for many Guyanese physicians Principal instructor in a national training course in Guyana 5-8 hours/day for 1 week
June, 2005	HIV/AIDS training for many Tanzanian physicians and students Director and instructor (didactic and clinical) in Tanzania 5-8 hours/day for 2 weeks
May, 2005	HIV/AIDS training for many Guyanese physicians and students Director and instructor (didactic and clinical) in Guyana 5-8 hours/day for 1 week
2003	HIV/AIDS training for two Infectious Disease physicians from Kosovo Director and instructor 2 hours/day for 2 weeks
2003	HIV/AIDS training for one Infectious Disease physician from Tanzania Director and instructor 2 hours/day for 2 weeks
2001-present	HIV updates for HIV specialists affiliated with the Hitchcock Clinic HIV Program Lecturer 4-8 physicians and other clinicians Twice per year 2 hours of contact time, 5 hours preparation/session
2000	Dartmouth Community Medical School, Fall series Lecturer in an evening program on HIV/AIDS Approximately 50 audience members Two evening sessions, 10 hours preparation
1997-present	Grand Rounds at regional hospitals on various subjects (e.g. HIV, HCV, Community acquired pneumonia). Lecturer 20-50 physicians 1-3 times/year 1 hour contact time/lecture, 5-10 hours of preparation

4. Teaching awards received.

5. Major curriculum offerings, teaching cases or innovative educational programs developed.

2005	Formalization of an annual curriculum for the ID fellowship bimonthly HIV training course first established in 2004
2004	I developed the first series of scheduled didactics/case based discussions within the ID Section for the ID fellows. We meet twice per month to discuss sophisticated aspects of the care of people living with HIV/AIDS.
2002	I developed a new training experience in the clinical management of HIV/AIDS for the DHMC ID fellows. This consists of an intensive 3-4 hour HIV clinic once per month, during which I provide teaching in the medical care of people living with HIV and training in the development of coordinated care plans with affiliated care providers and community based organizations.

6. Education funding.

- |              |   |
|--------------|---|
| 1998-present | I have received a small amount of funding (variable but always <0.05 FTE) from the New England AIDS Education and Training Grant  |
| 1997-present | The DHMC DOM committed to 0.10 FTE salary support for HIV teaching for the DOM residents, but I have never drawn on this support. |

**Report of Research Activities:**

1. Current research projects
 

2005-present	Co-investigator for <i>STIRR Intervention for Dually Diagnosed Clients</i> .
2005-2006	PI for GlaxoSmithKline phase 3 trial of a new class of HIV antiviral (CCR5 blocker).
2004-2005	PI for Bristol Myers Squibb IMPACT trial, an observational trial of HIV resistance to antiviral therapy.
2004-2005	PI for GlaxoSmithKline ALOHA trial, a phase 4 trial of antiviral therapy.
  
2. Research funding information
 

2005-2008	Co-investigator. The STIRR Intervention for Dually Diagnosed Clients. NIMH, \$10,412/year, 4/05-present; PI Stanley Rosenberg.
2000-2002	Co-investigator. Treatment of Chronic Viral Infections in Patients with Severe Mental Illness. New Hampshire State Hospital, \$32,000 one time grant.
1998-2000	PI. A pilot Study of Dual Skin Testing with <i>M. avium</i> Sensitin and PPD in Health Care Workers with a 10-14 mm PPD Reaction. Department of Medicine, Dartmouth-Hitchcock Medical Center, \$10,568.
1997-2001	Co-investigator. A survey of Tuberculosis and Sexually Transmitted Diseases. CDC, \$62,112/year, 9/97-9/01; PI C. Robert Horsburgh.

**Non-research grant funding information:**

- |              |  |
|--------------|--|
| 2002-present | PI and Medical Director. Southern NH Integrated Care, an HIV/AIDS Early Intervention Services Program. DHHS, Ryan White Title III EIS Program, \$340,000/year total. |
| 2000-present | Co-investigator. New England AIDS Education and Training Center. DHHS, \$66,500/year total; \$800/year salary support; sub-contract PI Richard Waddell.              |

**Report of Clinical Activities:**

I have two main clinical activities.

1. My major clinical focus is on the management of people living with HIV/AIDS (PLWHA). As such I have developed true expertise in this area and am confident that my knowledge and clinical skills are comparable to those of regional and national experts. I see HIV-infected patients both at DHMC and at the Hitchcock Clinic in Manchester, NH, and I now care for more PLWHA than does any other provider in northern New England.

My interest in HIV has also been evidenced in my role as the Medical Director for the Hitchcock Clinic HIV Program, which I took on in 2002. As the Medical Director I have been committed to a process of integration and expansion and have helped steward the development of what is now a large regional program which receives close to 1 million dollars in grant funding annually to support patient care, HIV education, and other services. This program is about to undergo another significant expansion in the coming year with the addition of three new physicians within the ID Section, all of whom will be, amongst other responsibilities, providing HIV clinical care.

2. In addition to my focus on HIV I remain committed to being an expert general Infectious Disease clinician. I continue to spend eight weeks per year on the Infectious Disease inpatient service, during which time I care for patients with the entire range of infectious diseases seen in the population served by DHMC; and I maintain time for general infectious diseases in my outpatient clinic at DHMC.

**BIBLIOGRAPHY**

**Original Articles:**

1. von Reyn CF, Green PA, McCormick D, Huitt GA, Marsh BJ, Magnusson M, Barber TW. Dual Skin Testing with *Mycobacterium avium* Sensitin and Purified Protein Derivative: An Open Study of Patients with *M. avium* Complex Infection or Tuberculosis. *Clinical Infectious Diseases* 1994; 19:15-20.
2. Pinto-Powell R, Olivier KN, Marsh BJ, Donaldson S, Parker HW, Boyle W, Knowles M, Magnusson M, von Reyn CF. Skin testing with *Mycobacterium avium* Sensitin to Identify Infection with *M. avium* Complex in Cystic Fibrosis. *Clinical Infectious Diseases* 1996; 22(3):560-562.
3. von Reyn CF, Arbeit RD, Yeaman G, Waddell RD, Marsh BJ, Morin P, Modlin JF, Remold HG. Immunization of healthy adult subjects in the United States with a three dose series of inactivated *Mycobacterium vaccae*. *Clinical Infectious Diseases*. *Clinical Infectious Diseases* 1997; 24(5): 843-848.
4. Marsh BJ, von Reyn CF, Edwards J, Tosteson A, Arbeit RD, International MAC Study Group. The risks and benefits of childhood BCG immunization among adults with AIDS. *AIDS*. *AIDS* 1997; 11(5): 669-672.
5. Marsh BJ, von Reyn CF, Arbeit RD, Morin P. Immunization of HIV-infected adults with a 3 dose schedule of inactivated *Mycobacterium vaccae*. *The American Journal of Medical Sciences* 1997; 313 (6):377-383.
6. von Reyn CF, Marsh BJ, Waddell R, Lein AD, Tvaroha S, Morin P, Modlin JF. Cellular immune responses to mycobacteria after a five dose schedule of *Mycobacterium vaccae* among healthy and HIV-positive subjects in the United States. *Clinical Infectious Diseases* 1998; 27: 1517-1520.
7. von Reyn CF, Williams D, Horsburgh CR, Jaeger AS, Marsh BJ, Haslov K, Magnusson M. Dual skin testing with *Mycobacterium avium* sensitin and purified protein derivative to discriminate pulmonary disease due to *M. avium* complex from pulmonary disease due to *Mycobacterium tuberculosis*. *Journal of Infectious Diseases* 1998; 177:730-736.
8. Brunette MF, Drake RE, Marsh BJ, Torrey WC, Rosenberg SD, and the Five-Site Health and Risk Study Research Committee. Responding to blood-borne infections among persons with severe mental illness. *Psychiatric Services* 2003; 54 (6):860-865.
9. Rosenberg SD, Swanson JW, Wolford GL, Osher FC, Swartz MS, Essock SM, Butterfield MI, Marsh BJ, and the Five-Site Health and Risk Study Research Committee. The Five-Site Health and Risk Study of blood-borne infections among persons with severe mental illness. *Psychiatric Services* 2003; 54 (6):827-835.
10. Marsh BJ, San Vicente J, von Reyn CF. Utility of dual skin tests to evaluate tuberculin skin test reactions of 10-14 mm in healthcare workers. *Infection Control and Hospital Epidemiology* 2003;24:821-824.
11. Rosenberg S, Brunette M, Oxman T, Marsh B, Dietrich A, Mueser K, Drake R, Torrey W, Vidaver R. The STIRR Model of Best Practices for Blood-Borne Diseases Among Clients with Serious Mental Illness. *Psychiatric Services* 2004; 55 (6):660-664.
12. Rosenberg SD, Drake RE, Brunette MF, Wolford GL, Marsh BJ. Hepatitis C virus and HIV co-infection in people with severe mental illness and substance use disorders. *AIDS* 2005; 19 (suppl 3):S26-S33.
13. Reed C, von Reyn CF, Chamblee S, Ellerbrock TV, Johnson JW, Marsh BJ, Johnson LS, Trenchel RJ, Horsburgh CR. Environmental risk factors for infection with *Mycobacterium avium* complex. *American Journal of Epidemiology* 2006;164(1):32-40.
14. Lahey T, Lin M, Marsh B, Curtin J, Wood K, Eccles B, von Reyn CF. Increased Mortality in Rural Patients with HIV Patients in New England. *AIDS Research and Human Retroviruses* 2007; 23 (5): 693-98.
15. O'Donnell M, Chamblee S, von Reyn CF, Ellerbrock TV, Johnson J, Marsh BJ, Moreland JD, Narita M, Pedrosa M, Johnson LS, Horsburgh CR. Racial Disparities in Primary and Reactivation Tuberculosis in a Rural Community in the Southeastern U.S.. *International Journal of Tuberculosis and Lung Disease* 2010; 14(6): 733-40.
16. Horsburgh CR Jr, O'Donnell M, Chamblee S, Moreland JL, Johnson J, Marsh BJ, Narita M, Johnson LS, von Reyn CF. Revisiting Rates of Reactivation Tuberculosis: a Population-Based approach. *American Journal of Respiratory and Critical Care Medicine* 2010; 182 (3): 420-5

## Curriculum Vitae

**DATE PREPARED: June 2013**

**NAME: Elizabeth A. Talbot, MD**

**ADDRESS:**

Office

Infectious Disease and International Health Section  
Dartmouth Hitchcock Medical Center (DHMC)  
1 Medical Center Drive  
Lebanon NH 03756  
Phone: 603-650-8840  
Email: Elizabeth.Talbot@Dartmouth.EDU

Home



**EDUCATION:**

<u>DATE</u>	<u>INSTITUTION</u>	<u>DEGREE</u>
Sept. 1988 – May 1992	The Robert Wood Johnson Medical School, University of Medicine and Dentistry of NJ, Piscataway NJ	MD
Sept. 1984 – May 1988	Mount Holyoke College, South Hadley MA <i>Magna Cum Laude</i> – Thesis: “Latent <i>Chlamydia trachomatis</i> infections in cultured McCoy cells”	Bachelor of Arts

**POSTDOCTORAL TRAINING:**

<u>DATE</u>	<u>SPECIALTY</u>	<u>INSTITUTION</u>
July 1998 – June 2000	Epidemic Intelligence Service Officer, assigned to International Activities, Div. of TB Elimination	U.S. Centers for Disease Control and Prevention (CDC), Atlanta GA
July 1995 – June 1998	Infectious Disease Fellowship, Laboratory of Mycobacterial Genetics	Duke University Medical Center, Durham NC
July 93 – June 1995	Internal Medicine Residency	Duke University Medical Center, Durham NC

**LICENSURE AND CERTIFICATION:**

Nov 2006	Diplomate, Tropical Medicine and Hygiene (ASTMH)
April 2006 - Current	Commissioned Officer, US DHHS, FDA
July 2005	Travel Medicine Certification, International Society of Travel Medicine

July 2003 – Current	New Hampshire, Medical License
Nov 1998	Diplomate, Infectious Disease
Nov 1995	Diplomate, American Board of Internal Medicine
1992	Diplomate, National Board of Medical Examiners

**ACADEMIC APPOINTMENTS:**

<u>DATE</u>	<u>TITLE</u>	<u>INSTITUTION</u>
July 2009- Present	Associate Professor	Dartmouth Medical School, Department of Medicine, Lebanon NH
July 2003 – July 2009	Assistant Professor	Dartmouth Medical School, Department of Medicine, Lebanon NH

**PROFESSIONAL APPOINTMENTS:**

<u>DATE</u>	<u>TITLE</u>	<u>INSTITUTION</u>
July 2007 - Present	Associate Medical Director for Infection Prevention and Control (20% position)	DHMC, Lebanon NH
July 2004 - Present	Medical Director, International Health Clinic	DHMC, Lebanon NH
July 2003 – Present	Staff Physician, Infectious Disease and International Health Section	DHMC, Lebanon NH

**OTHER PROFESSIONAL POSITIONS:**

<u>DATE</u>	<u>POSITION TITLE</u>	<u>INSTITUTION/ORGANIZATION</u>
July 2007 - Present	Medical Scientist:/Consultant	Foundation for Innovative New Diagnostics (FIND), Geneva Switzerland
Aug 2009 - Present	TB Medical Director	NH Department of Health & Human Services (NH DHHS), Division of Public Health Services, Concord NH
Aug 2009 – Present	Medical Advisor	NH Department of Health & Human Services (NH DHHS), Division of Public Health Services, Concord NH
July 2004 – June 2007	Research Director	NH Department of Health & Human Services (NH DHHS), Division of Public Health Services, Concord NH
July 2003 – Aug 2009	Deputy State Epidemiologist	NH Department of Health & Human Services (NH DHHS), Division of Public Health Services, Concord NH
July 2000 – June 2003	Commander with Top Secret Security Clearance	US Commissioned Corps

**CURRICULUM VITAE**

**Personal Information**

**Name:** Vacant Epidemiologist, SAMPLE RESUME

**Permanent Address:** [REDACTED]

**Work Address:** Dartmouth Hitchcock Medical Center  
One Medical Center Drive  
Lebanon, New Hampshire 03756

**Telephone:** [REDACTED]

**Email:** [REDACTED]

**Date and Place of Birth:** [REDACTED]

**Citizenship:** US

**Education and Training**

**Education**

1994 - 1998	University of Rochester Rochester, New York BA Biology, magna cum laude
1998 - 2002	Dartmouth Medical School, Hanover, New Hampshire MD

**Postgraduate Training:**

2002 - 2003	Internship, Internal Medicine New York University New York, New York
2003 - 2005	Residency, Internal Medicine New York University New York, New York
2005 - 2006	Chief Residency, Internal Medicine New York University New York, New York
2006 - 2009	Fellowship, Infectious Diseases Emory University Atlanta, Georgia
2008 - 2009	NIH Fogarty International Clinical Research Fellow Zambia and Rwanda, Africa

**International Experience:**

Fall 1996	School for International Training, (Brattleboro, VT) Cameroon
Summer 2000	Dartmouth International Health Group/Dickey Medical Student Scholar Cameroon
Spring 2002	Albert Schweitzer Medical Student Fellow, (Brookline, MA)

2008 - 2009 Albert Schweitzer Hospital  
Gabon  
NIH Fogarty International Clinical Research Fellow  
Zambia and Rwanda

**Academic and Professional Appointments:**

August 09 - present Assistant Professor  
Section of Infectious Disease and International Health  
Dartmouth Medical School  
Dartmouth Hitchcock Medical Center  
Lebanon, New Hampshire

August 09 - present Deputy State Epidemiologist  
Division of Public Health Services  
Department of Health and Human Services  
Concord, New Hampshire

**Medical Licensures:**

2003 - 2007 State of New York #230761  
2006 - 2009 State of Georgia #057601  
2008 Country of Zambia # 5597  
2009 Country of Rwanda #1204  
2009 - present State of New Hampshire #14492

**Specialty Boards:**

2005 American Board of Internal Medicine  
Certificate Number 266433

2009 Infectious Disease

**Honors and Awards**

1994 Bausch and Lomb Scholarship for Excellence in  
Science, University of Rochester

1996 de Kiewiet Summer Research Fellow  
University of Rochester Medical Center

1996 Semester Abroad Student, Cameroon  
School for International Training, VT

1997 Howard Hughes Science Scholar  
University of Rochester Medical Center

2002 International Albert Schweitzer Fellow

2002 Humanism in Medicine Award  
Dartmouth Medical School

2002 Hilda Sokol Award for Women's Health  
Dartmouth Medical School

2008 - 2009 NIH Fogarty International Clinical Research Fellow

**Research**

**Prior Grant Support:**

2008 - 2009 NIH Fogarty International Clinical Fellow, PI, \$110,500  
Mentors: Carlos del Rio, MD and Susan Allen, MD, MPH

# Budget Form

## New Hampshire Department of Health and Human Services

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: Infectious Disease Medical Epidemiologist

(Name of RFP)

Budget Period: SFY 14 - Aug 31, 2013 through Jun 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 121,967.60	\$ 12,196.76	\$ 134,164.36	10% of direct cost
2. Employee Benefits	\$ 42,078.82	\$ 4,207.88	\$ 46,286.70	10% of direct cost
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,093.58	\$ 209.36	\$ 2,302.94	10% of direct cost
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 166,140.00</b>	<b>\$ 16,614.00</b>	<b>\$ 182,754.00</b>	

Indirect As A Percent of Direct

10.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 182,754.00  
 Reconciliation - (this line must be equal to or greater than \$0) \$ -

# Budget Form

## New Hampshire Department of Health and Human Services

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: Infectious Disease Medical Epidemiologist

(Name of RFP)

Budget Period: SFY 15 - Jul 1, 2014 through Jun 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 146,361.12	\$ 14,636.11	\$160,997.23	10% of direct cost
2. Employee Benefits	\$ 50,494.59	\$ 5,049.46	\$ 55,544.05	10% of direct cost
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,512.47	\$ 251.25	\$ 2,763.72	10% of direct cost
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 199,368.18</b>	<b>\$ 19,936.82</b>	<b>\$219,305.00</b>	

Indirect As A Percent of Direct

10.0%

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds available) \$219,305.00  
 Reconciliation - (this line must be equal to or greater than \$0) \$ 0.00

# Budget Form

## New Hampshire Department of Health and Human Services

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: Infectious Disease Medical Epidemiologist

*(Name of RFP)*

Budget Period: SFY 16 - Jul 1, 2015 through Aug 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 24,393.52	\$ 2,439.35	\$26,832.87	10% of direct cost
2. Employee Benefits	\$ 8,415.76	\$ 841.58	\$ 9,257.34	10% of direct cost
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 418.91	\$ 41.88	\$ 460.79	10% of direct cost
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 33,228.19</b>	<b>\$ 3,322.81</b>	<b>\$36,551.00</b>	

Indirect As A Percent of Direct

10.0%

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds available)

\$36,551.00

Reconciliation - (this line must be equal to or greater than \$0)

\$ -