



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
Commissioner

December 15, 2015

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

Retroactive
Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **retroactive sole source** amendment (Amendment #2) to an existing agreement, purchase order 1016566, with the Trustees of Dartmouth College, 11 Rope Ferry Road, Hanover, New Hampshire 03755-1404, Vendor # 90598, to provide the services of physicians and professional technical staff to meet the State's needs to service patients and consumers, by increasing the price limitation by \$207,307, from \$37,930,357.68 to an amount not to exceed \$38,137,664.68, effective retroactive to July 1, 2015, through June 30, 2016, upon Governor and Executive Council approval. There is no change to the original end date of June 30, 2016. The Governor and Executive Council approved the original agreement on June 22, 2011, (Item #111), and an amendment to the agreement (Amendment #1) on July 2, 2014 (Item #25). *3290 General / 2890 Federal / 4090 Other Funds*

Funds are available in the following accounts in State Fiscal Year 2016, with authority to adjust amounts between fiscal years if needed and justified.

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICE GRANTS/SHIP

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$12,562.00	\$ 0	\$12,562.00
SFY 2013	102-500731	Contracts for Program Services	\$13,013.00	\$ 0	\$13,013.00
SFY 2014	102-500731	Contracts for Program Services	\$13,480.25	\$ 0	\$13,480.25
SFY 2015	102-500731	Contracts for Program Services	\$13,964.32	\$ 0	\$13,964.32
SFY 2016	102-500731	Contracts for Program Services	\$14,465.79	\$ 0	\$14,465.79
Subtotal:			\$67,485.36	\$ 0	\$67,485.36

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$299,097.88	\$ 0	\$299,097.88
SFY 2013	102-500731	Contracts for Program Services	\$301,285.06	\$ 0	\$301,285.06
Subtotal:			\$600,382.94	\$ 0	\$600,382.94

05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS. PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2014	102-500731	Contracts for Program Services	\$ 451,056.52	\$ 0	\$ 451,056.52
SFY 2015	102-500731	Contracts for Program Services	\$ 463,276.77	\$ 0	\$ 463,276.77
SFY 2016	102-500731	Contracts for Program Services	\$ 475,826.35	\$ 0	\$ 475,826.35
Subtotal:			\$1,390,159.64	\$ 0	\$1,390,159.64

05-95-41-4120010-5813 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: JUVENILE JUSTICE SERV, OFFICE OF THE DIRECTOR, HEALTH SERVICES

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	101-500730	Medical Payments to Provider	\$307,747.00	\$ 0	\$307,747.00
SFY 2013	101-500730	Medical Payments to Provider	\$330,074.25	\$ 0	\$330,074.25
Subtotal:			\$637,821.25	\$ 0	\$637,821.25

05-95-42-421510-7915 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, SUNUNU YOUTH SERVICE CENTER, HEALTH SERVICES

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2014	101-500730	Medical Payments to Provider	\$ 341,808.62	\$ 0	\$ 341,808.62
SFY 2015	101-500730	Medical Payments to Provider	\$ 353,964.34	\$ 0	\$ 353,964.34
SFY 2016	101-500730	Medical Payments to Provider	\$ 366,556.12	\$ 0	\$ 366,556.12
Subtotal:			\$1,062,329.08	\$ 0	\$1,062,329.08

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$ 5,690,092.83	\$ 0	\$ 5,690,092.83
SFY 2013	102-500731	Contracts for Program Services	\$ 6,106,617.31	\$ 0	\$ 6,106,617.31
SFY 2014	102-500731	Contracts for Program Services	\$ 6,900,091.67	\$ 0	\$ 6,900,091.67
SFY 2015	102-500731	Contracts for Program Services	\$ 7,151,901.22	\$ 0	\$ 7,151,901.22
SFY 2016	102-500731	Contracts for Program Services	\$ 7,412,673.59	\$ 207,307	\$ 7,619,980.59
Subtotal:			\$33,261,376.62	\$ 207,307	\$33,468,683.62

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	561-500911	Specialty Clinics	\$ 28,499.00	\$ 0	\$ 28,499.00
SFY 2013	561-500911	Specialty Clinics	\$ 28,499.00	\$ 0	\$ 28,499.00
SFY 2014	561-500911	Specialty Clinics	\$ 30,000.00	\$ 0	\$ 30,000.00
SFY 2015	561-500911	Specialty Clinics	\$ 30,000.00	\$ 0	\$ 30,000.00
SFY 2016	561-500911	Specialty Clinics	\$ 30,000.00	\$ 0	\$ 30,000.00
Subtotal:			\$146,998.00	\$ 0	\$146,998.00

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$ 82,129.80	\$ 0	\$ 82,129.80
SFY 2013	102-500731	Contracts for Program Services	\$ 20,661.20	\$ 0	\$ 20,661.20
SFY 2014	102-500731	Contracts for Program Services	\$106,394.34	\$ 0	\$106,394.34
SFY 2015	102-500731	Contracts for Program Services	\$110,944.58	\$ 0	\$110,944.58
SFY 2016	102-500731	Contracts for Program Services	\$115,658.43	\$ 0	\$115,658.43
Subtotal:			\$435,788.35	\$ 0	\$435,788.35

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$ 0	\$ 0	\$ 0
SFY 2013	102-500731	Contracts for Program Services	\$17,564.00	\$ 0	\$17,564.00
SFY 2014	102-500731	Contracts for Program Services	\$ 0	\$ 0	\$ 0
SFY 2015	102-500731	Contracts for Program Services	\$115,968.16	\$ 0	\$115,968.16
SFY 2016	102-500731	Contracts for Program Services	\$120,322.28	\$ 0	\$120,322.28
Subtotal:			\$253,854.44	\$ 0	\$253,854.44

05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVICE

Fiscal Year	Class / Object	Class Title	Current Modified Amount	Increase Amount	Revised Modified Amount
SFY 2012	102-500731	Contracts for Program Services	\$ 8,884.00	\$ 0	\$ 8,884.00
SFY 2013	102-500731	Contracts for Program Services	\$ 65,278.00	\$ 0	\$ 65,278.00
Subtotal:			\$ 74,162.00	\$ 0	\$ 74,162.00
Total:			\$37,930,357.68	\$207,307.00	\$38,137,664.68

EXPLANATION

This is a **retroactive, sole source** request to amend an Agreement with the Trustees of Dartmouth College in support of the requirements of Chapter Law 2013, 195:1, VII, H. This request is submitted as **retroactive** because funding was initially delayed to support the requested changes to the Agreement. Additionally, the contract scope is amended retroactive to July 1, 2015 to reflect the inclusion of two additional professional staff. The Contractor provided the additional staff to New Hampshire Hospital to assist in the preparation and planning for the January 1, 2016 opening of a new Inpatient Stabilization Unit. The Request for Proposal, that resulted in the initial contract award to the Trustees of Dartmouth College, included services for all units within New Hampshire Hospital, and thus requires this **sole source** amendment to accommodate the new unit.

The amendment provides the clinical support of a psychiatrist and advanced registered nurse practitioner for the Inpatient Stabilization Unit (ISU). The Legislature established the Inpatient Stabilization Unit to alleviate some of the waitlist for New Hampshire Hospital admissions being experienced by local emergency services departments. Funding for this unit was incorporated into the Department's requested operating budget, with a target opening date of July 1, 2015. Because recruitment of professionals to staff the Hospital's units is lengthy and challenging, the Department authorized the Contractor to proceed with recruitment for these two positions, several months in advance of the Inpatient Stabilization Unit's anticipated opening. The Contractor was successful in this effort, and rather than risk loss of these essential resources, the Department negotiated an amendment that best supports full operation of the unit, as intended and eventually authorized by the Legislature.

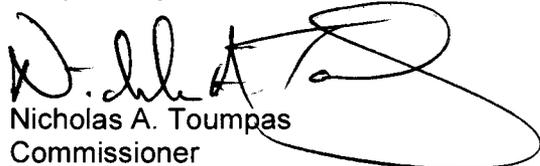
The original Agreement was awarded to the Trustees of Dartmouth College through an August 2010 Request for Proposal. In addition to the scope referenced herein for New Hampshire Hospital, the Agreement also includes distinct scopes, performance metrics and financial terms for the following DHHS agencies: the Office of Medicaid Business and Policy, the Division for Juvenile Justice Services, the Bureau of Behavioral Health, the Bureau of Elderly and Adult Services, and the Bureau of Developmental Services. The Trustees of Dartmouth College well fulfill the duties of the Agreement; the Department remains satisfied with the services delivered.

Should the Governor and Executive Council determine not to approve this request, the State would not have a sufficient complement of professional clinical staff to treat patients in New Hampshire Hospital, including those soon to be admitted into the Inpatient Stabilization Unit.

Area served: Statewide.

Source of funds: 40% Other Funds (Medicare, Medicaid & third party insurance), 28% Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778, Federal Award Identification Number (FAIN) NH 20144, and 32% General Fund.

Respectfully submitted,


Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Trustees of Dartmouth College Contract

This second Amendment to the Trustees of Dartmouth College contract (hereinafter referred to as "Amendment #2") dated this 3rdth day of December, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Trustees of Dartmouth College (hereinafter referred to as "the Contractor"), a special corporate charter granted by the British Crown on December 13, 1769 and existing under the laws of the State of New Hampshire, with a place of business at 11 Rope Ferry Road, Hanover, New Hampshire 03755-1404.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011 (Item # 111), and an amendment to the agreement (Amendment #1) approved by the Governor and Executive Council on July 2, 2014 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties with the approval of the Governor and Executive Council; and

WHEREAS the Department and the Contractor agree to amend the contract,

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- 1) Form P-37, General Provisions, item 1.8 to read:
\$38,137,664.68.
- 2) Amend Exhibit A, Section 5.1, New Hampshire Hospital, subsection 5.1.1, Personnel Requirements, as follows:
 - a. Delete the subheading, General Psychiatrists: 10.0 FTEs and Proposed Additional 1.0 FTE General Psychiatrists, and replace with:
General Psychiatrists: 11.0 FTEs.
 - b. Add subheading and new paragraph to the end of the General Psychiatrists subsection:
Inpatient Stabilization Unit (1.0 FTE Psychiatrist and 1.0 FTE Advanced Registered Nurse Practitioner)
Dartmouth will provide NHH with one (1.0 FTE) General Psychiatrist and one (1.0 FTE) Advanced Registered Nurse Practitioner. This staffing model assumes a care-model of rapid stabilization and return to the community, as appropriate.

JMM
12/10/15



Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (Form P-37) for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Each monthly invoice must distinctly identify and differentiate the expense components as charged to each of the seven (7) DHHS Bureaus for which services are provided as follows:

New Hampshire Hospital
Office of Medicaid Business and Policy
Bureau of Behavioral Health
Bureau of Elderly and Adult Services
Bureau of Developmental Services
Division of Juvenile Justice Services
Glenclyff Home

The authorized costs and expense components pursuant to this Agreement are identified in the following Exhibits:

- Exhibit B-1.1
- Exhibit B-1.1.1
- Exhibit B-1.2
- Exhibit B-1.3
- Exhibit B-1.4
- Exhibit B-1.5
- Exhibit B-1.5.1
- Exhibit B-2.1
- Exhibit B-2.1.1
- Exhibit B-2.2
- Exhibit B-2.3
- Exhibit B-2.4
- Exhibit B-2.5

Jmm
2/10/15



- c. Delete subheading Psychiatric Advanced Registered Nurse Practitioners: 1.0 FTEs and replace with:

Psychiatric Advanced Registered Nurse Practitioners: 5.0 FTEs.

- d. Delete the two paragraphs under subheading Psychiatric Advanced Registered Nurse Practitioners: 1.0 FTEs and replace with:

The ARNPs will provide clinical services, as outlined above, in extended care and admissions areas providing care for patients with severe mental illness and/or medical co-morbidity in accordance with the scope of practice described in Section 326-B:11. These individuals will be expected to independently prescribe, dispense, and distribute medications within the formulary and act as treatment team leader on "G" Unit, "H" Unit, "J" Unit, and "ISU" Unit, in accordance with the scope of practice and NHH by-laws. The fifth will cover leave time of others and help in the admission unit or as assigned by the Chief Medical Officer.

- 3) Delete Exhibit B Amendment #1 and replace with Exhibit B Amendment #2
- 4) Delete Exhibit B-1;
- 5) Add Exhibit B-1.1.1.
- 6) Delete Exhibit B-2.
- 7) Add Exhibit B-2.1.1.
- 8) Rename Exhibit B-1.51 to Exhibit B-1.5.1.

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Jmm
12/10/11



**State of New Hampshire, Department of Health and Human Services
Trustees of Dartmouth College, Contract Amendment #2**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

12/5/15
Date

State of New Hampshire
Department of Health and Human Services
Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

12/10/15
Date

Trustees of Dartmouth College
Jill Mortali
Name and Title: *Jill Mortali, Director, OSP*

Acknowledgement:
State of New Hampshire County of Grafton on 12/10/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Heather A. Arnold
Name and Title of Notary or Justice of the Peace

HEATHER A. ARNOLD
Notary Public - New Hampshire
My Commission Expires August 10, 2016

Contractor's Initials: Jmm
Date: 12/10/15



**State of New Hampshire, Department of Health and Human Services
Trustees of Dartmouth College, Contract Amendment #2**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/18/2016
Date

[Signature]
Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor's Initials: MM
Date: 1/10/15

**EXHIBIT B-1.1.1
NEW HAMPSHIRE HOSPITAL**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT**

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: New Hampshire Hospital, ISU

Line Item	Budget Period
	SFY 16 Program Funds Requested
Direct Expense Staffing:	
Salary	\$ 137,063
Fringe Benefits	\$ 51,398
Total Direct Expense Staffing	\$ 188,461
Direct Expense Other:	
Research	
Professional Development	
Travel	
Equipment	
Subcontracts	
Other	
Total Direct Expense Other	
Total Indirect Expense	
Indirect Expense Rate (10%)	\$ 18,846
TOTALS:	\$ 207,307

Contractor Initials: *JMM*
Date: *2/10/15*

Exhibit B-2.1.1

PERSONNEL COMPONENTS - NEW HAMPSHIRE HOSPITAL, ISU

New Hampshire Department of Health and Human Services
 COMPLETE ONE PERSONNEL FORM FOR EACH COMPONENT

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: New Hampshire Hospital, ISU

Budget Period

Position Title	Location	FTE	SFY 16 Personnel Cost	
			Salary	Fringe
			General Psychiatrist	ISU
ARNP	ISU	1.000	\$44,839	\$16,814
Indirect Cost Recovery	Rate = 10%	xxx	\$13,706	\$5,140
TOTALS:		2.00	\$150,769	\$56,538

Contractor Initials: *JMM*
 Date: *12/10/11*

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 20th day of April, A.D. 2015

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 9th 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 Board voted to adopt amendments to the Signature and Requisition Authority Policy on March 3, 2012 (effective January 1, 2012), September 22, 2013, January 2, 2014, March 8, 2014, and November 8, 2014. The document is available on Dartmouth website at: <http://www.dartmouth.edu/~control/policies/signature-authority.html>.

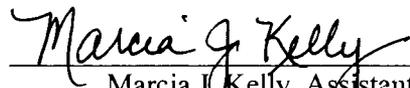
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

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
Aarron Clough	Assistant Director, Office of Sponsored Projects	January 1, 2013
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 10th day of December, 2015.



Marcia J. Kelly, Assistant Clerk
Trustees of Dartmouth College



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)

7/7/2015

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).

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1316233 Dartmouth College 53 South Main Street, Suite 212 Hanover NH 03755	INSURER A: American Casualty Company of Reading, PA 20427	
	INSURER B: Midwest Employers Casualty Company 23612	
	INSURER C: Transportation Insurance Company 20494	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES DARCO02 **CERTIFICATE NUMBER:** 13565662 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 OTHER:			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 \$
	AUTOMOBILE LIABILITY <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	2099375438 (AOS) 2099375472 (CA)	7/1/2015 7/1/2015	7/1/2016 7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	7/1/2015	7/1/2016	WC - Statutory; EL Limit \$1,000,000

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

CERTIFICATE HOLDER

13565662
 NH DHHS
 129 Pleasant St.
 Concord, NH 03301

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2015

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PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-DART-CASPR-15-16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED THE TRUSTEES OF DARTMOUTH COLLEGE ATTN: CATHERINE LARK 53 S. MAIN STREET, SUITE 212 HANOVER, NH 03755	INSURER A : Pinnacle Consortium of Higher Ed VT RRRG	NAIC # 11980
	INSURER B : Zurich American Insurance Company	16535
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCHE2015-03	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9267272-05 SELF-INSURED FOR PHYSICAL DAMAGE	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

The State of New Hampshire
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

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
 of Marsh USA Inc.

Manashi Mukherjee

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Dartmouth College

**Report on Federal Awards in Accordance
with OMB Circular A-133**

June 30, 2014

EIN #020222111

Dartmouth College
Report on Federal Awards in Accordance with OMB Circular A-133
Index
June 30, 2014

	Page(s)
Independent Auditor's Report	1-2
Financial Statements.....	3-6
Notes to the Financial Statements	7-27
Schedule of Expenditures of Federal Awards.....	28-37
Notes to the Schedule of Expenditures of Federal Awards	38-39
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	40-41
Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133	42-44
Schedule of Findings and Questioned Costs.....	45-47
Summary Schedule of Prior Audit Findings	48
Management's Views and Corrective Action Plan	49-50



Independent Auditor's Report

To the Board of Trustees of Dartmouth College:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Dartmouth College (the "College"), which comprise the consolidated statement of financial position as of June 30, 2014 and the related consolidated statements of activities, operating expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the College's preparation and fair presentation of the consolidated financial statements in order to design 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. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the College as of June 30, 2014, and the changes in its net assets, its operating expenses and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The summarized consolidated financial statements of the College as of June 30, 2013 and for the year then ended were audited by other auditors whose report, dated October 21, 2013, expressed an unmodified opinion on those statements.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 20, 2014 on our consideration of the College's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the College's internal control over financial reporting and compliance.

PricewaterhouseCoopers LLP

Boston, Massachusetts
October 20, 2014

Dartmouth College

Statement of Financial Position

As of June 30, 2014, with comparative information as of June 30, 2013
(in thousands)

	2014	2013
Assets		
Cash and cash equivalents	\$ 200,750	\$ 240,195
Receivables and other assets, net	151,986	153,764
Investment related receivables	14,681	25,242
Pledges receivable, net	97,258	94,711
Investments	5,547,788	4,724,245
Land, buildings, equipment, and construction in progress, net	955,531	944,327
Total assets	\$ 6,967,994	\$ 6,182,484
Liabilities		
Accounts payable and other liabilities	\$ 72,532	\$ 67,985
Investment related payables	22,366	44,911
Deferred revenues and deposits	40,741	41,147
Liability for split-interest agreements	51,876	41,504
Pension and other employment related obligations	390,390	272,450
Bonds, mortgages, and notes payable, net	1,113,333	1,126,787
Interest rate swap liabilities, at fair value	141,219	133,222
Conditional asset retirement obligations	23,144	22,456
Government advances for student loans	20,443	20,332
Total liabilities	1,876,044	1,770,794
Net Assets		
Unrestricted	1,349,963	1,258,727
Temporarily restricted	2,561,992	2,101,508
Permanently restricted	1,179,995	1,051,455
Total net assets	5,091,950	4,411,690
Total liabilities and net assets	\$ 6,967,994	\$ 6,182,484

See accompanying notes to the financial statements.

Dartmouth College

Statement of Activities

For the year ended June 30, 2014, with summarized financial information for the year ended June 30, 2013

(in thousands)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2014	2013
Endowment Activities					
Gifts	\$ 53	\$ 7,779	\$ 135,624	\$ 143,456	\$ 28,047
Net investment return	183,022	592,836	1,595	777,453	404,762
Distributed for spending	(43,940)	(144,606)	-	(188,546)	(185,478)
Other changes	1,465	(1,373)	2,270	2,362	2,529
Amounts transferred (to) from other funds, net	1,456	(2,073)	515	(102)	(2,648)
Change in net assets from endowment activities	142,056	452,563	140,004	734,623	247,212
Operating Activities					
Revenues					
Tuition and fees	320,224	-	-	320,224	304,808
Student scholarships	(128,398)	-	-	(128,398)	(124,223)
Net tuition and fees	191,826	-	-	191,826	180,585
Sponsored research grants and contracts	177,539	-	-	177,539	181,517
Dartmouth College Fund and other gifts	76,767	8,817	-	85,584	90,332
Distributed endowment investment return	180,591	6,452	-	187,043	183,816
Other operating income	152,556	-	-	152,556	131,745
Auxillaries	72,195	-	-	72,195	65,496
Net assets released from restrictions	20,948	(20,948)	-	-	-
Total revenues	872,422	(5,679)	-	866,743	833,491
Expenses					
Academic and student programs	544,984	-	-	544,984	534,885
Sponsored programs	127,308	-	-	127,308	128,000
General institutional services	97,159	-	-	97,159	92,528
Auxillaries	83,659	-	-	83,659	79,860
Total expenses	853,110	-	-	853,110	835,273
Change in net assets from operating activities	19,312	(5,679)	-	13,633	(1,782)
Non-operating Activities					
Gifts	-	27,189	544	27,733	37,444
Other non-operating changes, net	30,222	302	-	30,524	30,430
Distributed endowment investment return	235	1,268	-	1,503	1,662
Increase/decrease in outstanding pledges	-	11,778	(9,231)	2,547	(48,065)
Pension and postretirement benefit related changes other than net periodic benefit costs	(103,413)	-	-	(103,413)	63,258
Disposals and non-capitalized expenditures	(11,248)	(681)	-	(11,929)	(22,392)
Change in unrealized gain (loss) related to interest rate swap agreements	(7,997)	-	-	(7,997)	83,084
Net assets released from restrictions	9,372	(9,372)	-	-	-
Amounts transferred (to) from endowment, net	12,697	(12,595)	-	102	2,648
Net change in split-interest agreements	-	(4,289)	(2,777)	(7,066)	641
Change in net assets from non-operating activities	(70,132)	13,600	(11,464)	(67,996)	148,710
Change in net assets	91,236	460,484	128,540	680,260	394,140
Net Assets, beginning of year	1,258,727	2,101,508	1,051,455	4,411,690	4,017,550
Net Assets, end of year	\$ 1,349,963	\$ 2,561,992	\$ 1,179,995	\$ 5,091,950	\$ 4,411,690

See accompanying notes to the financial statements.

Dartmouth College

Statement of Operating Expenses
 For the year ended June 30, 2014, with summarized financial information for the year ended June 30, 2013
 (in thousands)

	General Institutional Services				Total Expenses			
	Academic & Student Programs	Sponsored Programs	Administrative Support	Facilities Operation & Maintenance	Development	Auxiliaries		
Salaries and wages	\$ 234,535	\$ 56,287	\$ 27,981	\$ 18,149	\$ 18,203	\$ 14,149	\$ 369,604	\$ 380,971
Employee benefits	80,650	15,735	9,273	6,015	6,066	4,689	122,428	124,583
Fellowships and student support	10,908	3,630	-	-	-	490	15,018	14,672
Materials, equipment, and supplies	34,577	9,040	7,784	2,052	1,712	16,840	71,967	72,102
Purchased services	44,905	39,550	6,792	1,966	4,722	9,517	109,472	110,248
Utilities, lease, and occupancy	-	-	-	41,724	-	7,849	49,573	47,045
Depreciation	40,261	-	2,772	5,381	67	9,760	58,221	57,647
Logging, travel, and similar costs	21,095	2,813	1,007	66	2,028	239	27,274	29,094
Internet and amortization	-	-	-	22,953	-	1,417	24,370	24,354
Other expenses	3,220	263	1,250	100	369	161	5,363	4,657
	470,089	127,208	54,991	94,456	35,243	65,151	853,110	853,273
Facilities operation & maintenance	74,895	-	4,935	(99,418)	18	18,508	-	-
Total expenses for FY14	\$ 544,984	\$ 127,208	\$ 61,926	\$ -	\$ 35,333	\$ 83,659	\$ 853,110	\$ 853,110
Total expenses for FY13	\$ 534,885	\$ 126,000	\$ 60,082	\$ -	\$ 32,444	\$ 79,840	\$ 835,273	\$ 835,273

See accompanying notes to the financial statements.

Dartmouth College

Statement of Cash Flows

For the year ended June 30, 2014, with comparative information for the year ended June 30, 2013
(in thousands)

	2014	2013
Cash flows from operating activities		
Total change in net assets	\$ 680,260	\$ 394,140
Adjustments to reconcile total change in net assets to net cash used by operating activities:		
Depreciation and amortization	58,557	57,984
Change in estimated value of interest rate swap agreements	7,997	(83,084)
Change in estimated pension and post-retirement benefit obligation	110,337	(49,872)
Change in split-interest liability	10,372	-
Change in pledges receivable, net	(2,547)	48,065
Other non-cash transactions	12,141	8,318
Contributions, investment income, and other changes restricted for long-term investment	(152,481)	(63,557)
Net realized and unrealized gains	(849,311)	(442,883)
Changes in operating assets and liabilities:		
Receivables and other assets, net	(5,861)	20,996
Accounts payable and other liabilities	3,347	(5,647)
Deferred revenues and deposits	(406)	3,026
Employment related obligations	7,603	6,342
Net cash used by operating activities	<u>(119,992)</u>	<u>(106,172)</u>
Cash flows from investing activities		
Student loans granted	(8,150)	(6,861)
Student loans repaid	14,389	15,362
Purchases of land, buildings, and equipment	(78,687)	(82,836)
Proceeds from the sale of land, buildings, and equipment	77	473
Net change in split-interest agreements	-	(201)
Net change in unsettled trades	(11,984)	(41,968)
Purchases of investments	(4,270,901)	(4,583,645)
Sales and maturities of investments	4,296,669	4,678,047
Net cash used by investing activities	<u>(58,587)</u>	<u>(21,629)</u>
Cash flows from financing activities		
Proceeds from issuance of debt	-	4,900
Repayment of debt	(13,458)	(6,993)
Change in investments held by bond trustees	-	151
Contributions, investment income, and other changes restricted for long-term investment in:		
Facilities	7,942	23,606
Endowment, life income, and similar funds	144,539	39,951
Changes in government advances for student loans	111	140
Net cash provided by financing activities	<u>139,134</u>	<u>61,755</u>
Net change in cash and cash equivalents	(39,445)	(66,046)
Cash and cash equivalents, beginning of year	240,195	306,241
Cash and cash equivalents, end of year	<u>\$ 200,750</u>	<u>\$ 240,195</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 52,357	\$ 52,149
Accounts payable related building and equipment additions	\$ 1,888	\$ 382
Contributed securities received	\$ 29,633	\$ 44,900

See accompanying notes to the financial statements.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

A. Summary of Significant Accounting Policies

Description of Organization

Dartmouth College (Dartmouth) is a private, nonprofit, co-educational, nonsectarian institution of higher education with approximately 4,300 undergraduate and 2,100 graduate students. Established in 1769, Dartmouth includes the four-year undergraduate college, with graduate schools of business, engineering, and medicine, and several graduate programs in the Arts and Sciences.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis. Dartmouth's financial statements include the accounts of its wholly owned subsidiaries and certain affiliated organizations over which it has financial control. The wholly owned subsidiaries and financially controlled entities include real estate corporations, which own real estate in the local area; the Dartmouth Education Loan Corporation (DELCO), which provides scholarships and low-cost loans to Dartmouth students who are unable to finance their education through other sources; and various separately incorporated foundations, which support activities that enrich the experience of students and the community.

In accordance with U.S. generally accepted accounting principles (GAAP), net assets, revenues, gains, and losses are classified into three categories: unrestricted, temporarily restricted, or permanently restricted. Unrestricted net assets include all resources that are not subject to donor-imposed restrictions and therefore may be used for any purpose in furtherance of Dartmouth's mission. Under the authority of Dartmouth's management and Board of Trustees, in order to support Dartmouth's strategic initiatives, all or a portion of unrestricted net assets may be set aside in segregated Dartmouth-designated reserve accounts and earmarked for use in future years by specific departments, cost centers, or the professional schools, to cover program costs or contingencies. These Dartmouth-designated net assets include funds designated for operating initiatives, facilities, and long-term quasi-endowment. The purposes for which Dartmouth-designated net assets are earmarked may be changed under the authority of Dartmouth's management or Board of Trustees. The use of designated net assets is at the discretion of the responsible department. All expenses are recorded as a reduction of unrestricted net assets.

Temporarily restricted net assets carry donor-imposed restrictions on the expenditure or other use of contributed funds. Temporary restrictions may expire either because of the passage of time or because actions are taken to fulfill the restrictions. Temporarily restricted net assets include unexpended endowment return, unexpended restricted use gifts, term endowment funds, loan funds, certain uncollected pledges, and life income and similar funds. Donor-restricted resources intended for capital projects are released from their temporary restrictions and presented as unrestricted support when the related asset is placed in service. Temporarily restricted endowment distribution and donor-restricted gifts which are received, and either spent or deemed spent within the same fiscal year, are reported as unrestricted.

Permanently restricted net assets are those that are subject to donor-imposed restrictions which will never lapse, thus requiring that the net assets be retained permanently. Based upon a legal interpretation of New Hampshire State Law, Dartmouth has determined that appreciation on restricted endowment funds should be classified as temporarily restricted net assets until such time as the appreciation is appropriated by the Board of Trustees. Investment return from endowment activities that has been appropriated by Dartmouth's Board of Trustees is presented as an increase in operating or non-operating activities according to the unrestricted or temporarily restricted nature of the donor's intended use of the funds. In the case of quasi-endowment funds designated for long-term investment by Dartmouth, investment return that has been appropriated by Dartmouth's Board of Trustees is presented as an increase in unrestricted operating or non-operating activities, depending upon Dartmouth's intended use of the funds. Permanently restricted net assets consist of the original principal of endowment gifts, life income and similar funds, and certain pledges.

Comparative Financial Information

The 2014 financial statements are presented with certain prior-year comparative information summarized in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with Dartmouth's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates in these financial statements are the fair value of investments, interest rate swap agreements and bonds payable (for disclosure only), pension and postretirement benefit obligations, conditional asset retirement obligations, liabilities for self-insured programs and split-interest agreements, and allowances for uncollectible accounts and pledges receivable. Actual results could differ materially from these estimates, particularly during periods of investment and/or interest rate volatility.

Statement of Activities

Operating activities presented in the Statement of Activities consist of revenues earned, endowment net investment return appropriated by Dartmouth's Board of Trustees, and expenses incurred in conducting Dartmouth's programs and services. Auxiliary enterprises, primarily the operation of residence halls, dining services, and recreational facilities, are included in operating activities. Expenses such as development, public affairs, and central services and administration are reported as general institutional services. Depreciation and facilities operations and maintenance expenses are allocated to functional classifications of expenses based on the square footage of each building. Interest expense is allocated to functional classifications of expenses based on the use of each building that has been debt financed.

Non-operating activities presented in the Statement of Activities consist of gifts, grants, investment income, other earnings, and endowment investment return appropriated by Dartmouth's Board of Trustees for loan programs and the construction, purchase or sale of capital assets, non-capitalizable construction in progress, net change in life income and similar split-interest agreements, the net change in pledges receivable, the net change in the estimated value of interest rate swap agreements, and postretirement benefit changes other than net periodic benefits costs.

Endowment activities presented in the Statement of Activities consist of gifts that are restricted by donors to invest in perpetuity, amounts designated by Dartmouth's management and Board of Trustees for long-term investment, the net investment return on these invested funds, and the annual distribution of an amount appropriated by Dartmouth's Board of Trustees to support operating and non-operating activities. Other endowment activities include increases in endowment net assets from certain matured split-interest agreements.

Endowment and non-operating activities also include transfers of net assets that occur when donors change the restrictions on certain gifts or when Dartmouth changes the designation of unrestricted funds.

Cash and Cash Equivalents

Cash and cash equivalents consist principally of U.S. treasury funds, money market accounts, certificates of deposit, commercial paper, and liquid short-term investments with maturities of 90 days or less at the date of acquisition. Cash and cash equivalents are carried at cost, which approximates fair value.

Tuition and Fees and Student Scholarships

Tuition and fees revenue is recognized in the fiscal year in which substantially all of the academic program occurs. Tuition and fees revenue from undergraduate enrollment represents approximately 66 percent of tuition and fees revenue. Student scholarships provided by Dartmouth are presented in the Statement of Activities as a reduction in tuition and fees revenue. In addition, Dartmouth acts as an agent for recipients of scholarships from other sponsors in the amounts of \$5,375,000 and \$5,822,000 for the years ended June 30, 2014 and 2013, respectively, which are not presented in the Statement of Activities.

Dartmouth admits students to its undergraduate program without regard to financial need. The financial aid program assists all students with demonstrated need, defined in accordance with a uniform formula, by providing a mix of scholarships, loans and/or employment designed to cover costs of attendance when combined with student and family contributions, based on ability to pay.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Sponsored Research Grants and Contracts

Revenues from government and private sponsored research grants and contracts are recognized when the direct costs associated with the sponsored program are incurred. Revenue from the reimbursement of facilities and administrative costs incurred by Dartmouth on U.S. government grants and contracts is based upon negotiated predetermined cost rates through June 30, 2015. Dartmouth recovered facilities and administrative costs of approximately \$42,754,000 and \$44,241,000 during the years ended June 30, 2014 and 2013, respectively.

Taxes

Dartmouth is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (the Code), except with regard to unrelated business income, which is taxed at corporate income tax rates. Dartmouth is also subject to state and local property tax on the value of dormitories and dining and kitchen facilities in excess of \$150,000, as well as on the value of its off-campus rental properties, commercial properties, and other real estate holdings to the extent they are not used or occupied for Dartmouth's tax exempt purposes. Certain Dartmouth real estate entities are exempt from federal income tax under Sections 501(c)(2) and 501(c)(25) of the Code. As of June 30, 2014, tax years ended June 30, 2011 through June 30, 2013 remain open and are subject to federal and state taxing authority examination. Dartmouth believes it has taken no significant uncertain tax positions.

Affiliation with Dartmouth-Hitchcock Medical Center

Dartmouth, through the Geisel School of Medicine (Geisel), is a member of the Dartmouth-Hitchcock Medical Center (DHMC), a confederation of health care organizations intended to coordinate medical education and health care delivery for the residents of New Hampshire and Vermont. DHMC is a nonprofit, tax-exempt corporation organized under New Hampshire State Law. The other members of DHMC are: (i) Mary Hitchcock Memorial Hospital (Hitchcock Hospital), (ii) Dartmouth-Hitchcock Clinic (Clinic), and (iii) Veterans Administration Medical Center of White River Junction, Vermont (VAMC). The staff of the Clinic serves as the primary resource for Geisel clinical faculty, with the Hitchcock Hospital and the VAMC acting as principal sites of clinical instruction for Geisel students. Each member of DHMC is a separately organized, governed, and operated institution, with Dartmouth having no ownership interest in any other member.

Certain costs, including salaries, facilities use (including construction planning and management, and facilities operation and maintenance), and direct and indirect research, incurred by Geisel and the other members of DHMC are shared among the members based on negotiated allocations of the costs on an annual or project specific basis. The members of DHMC, excluding the VAMC, are also parties to a Condominium Ownership Agreement that governs the ownership and operation of the DHMC facilities. During the years ended June 30, 2014 and 2013, Dartmouth paid approximately \$26.4 million and \$27.6 million, respectively, and received approximately \$30.0 million and \$28.5 million, respectively, in connection with these arrangements.

Insurance

Dartmouth maintains several insurance arrangements with the objective of providing the most cost effective and comprehensive coverage for most insurable risks. Both conventional and alternative insurance coverage approaches, including utilization of appropriate deductible or self-insured retention amounts, are in place to cover trustee errors and omissions and employment practices, crime bond, commercial general and automobile liability, pension trust fiduciary errors and omissions liability, and property losses. Workers' compensation losses are covered by a self-insured retention and excess insurance program. Dartmouth currently participates in three risk retention groups that provide general liability and professional and medical malpractice liability insurance.

Dartmouth's annual premium payments for conventional insurance coverage are included in operating expenses. Estimated liabilities for losses under Dartmouth's deductible and/or self-insurance retention limits are reflected in the Statement of Financial Position, which includes estimates for known losses and for losses incurred but not yet reported. Insurance reserves are based on actuarial analysis and/or estimates of historical loss experience, and while management believes that the reserves are adequate, the ultimate liabilities may be different than the amounts provided.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Gifts and Pledges Receivable

Total contributions to Dartmouth include gifts that are received and the net change in pledges receivable during a period. Gifts, pledges and pledge payments are recognized as increases in the appropriate category of net assets in the period the gift or pledge is received. The net change in total pledges is recorded as a net increase (decrease) in non-operating activities in the Statement of Activities. Contributions of capitalizable assets other than cash are recorded at their estimated fair value at the date of gift. Pledges are stated at the estimated present value of future cash flows, net of an allowance for uncollectible amounts. Conditional promises to give are not recognized until the conditions on which they depend are substantially met.

Investments

Investments are reported at fair value in accordance with GAAP. Purchases and sales of securities are recorded on the trade date, and realized gains and losses are determined on the basis of the average cost of securities sold. Cash and cash equivalents designated for investment purposes is included in investments and may include money market funds, foreign currency held for investment purposes, and fixed income securities with an original or remaining maturity of three months or less when purchased. Advance contributions to commingled fund investments and redemptions receivable from commingled fund investments at June 30, 2014 are included within Investments as presented on the Statement of Financial Position.

For investments held directly by Dartmouth for which an active market with quoted prices exists, the market price of an identical security is used as fair value. Fair values for shares in commingled funds are based on the quoted market value or share prices reported as of the last business day of the fiscal year. Dartmouth's interest in certain other commingled funds and private partnership interests are reported at the net asset value (NAV) as determined by the external fund manager. As permitted by GAAP, Dartmouth uses NAV as a practical expedient to estimate the fair value of Dartmouth's ownership interest, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. Dartmouth performs due diligence procedures related to these investments to support recognition at fair value at fiscal year-end. Because many of these investments are not readily marketable, the estimates of fair value involve assumptions and estimation methods which are uncertain, and therefore the estimates could differ from actual results.

Commencing in fiscal year 2014, Dartmouth extended its accounting closing process related to receiving valuations from private investment managers. This extension allowed Dartmouth to improve the accuracy of reporting private investment values at fiscal year-end. As a result of this extension, a previously unreported unrealized gain from June 30, 2013 of \$59,432,000 was recorded within the \$777,453,000 net investment return for the year ended June 30, 2014 on the Statement of Activities. Dartmouth assessed the impact of the \$59,432,000 out-of-period unrealized gain adjustment on both the 2013 and 2014 fiscal years and has concluded that it is immaterial.

Directly held real estate is reflected at fair value in accordance with Dartmouth's valuation policy. The valuation policy includes: the estimated price that would be received from the sale of the asset in an orderly transaction between market participants, prices determined by independent external appraisals for at least one third of the properties in a given year, or at cost which approximates fair value for properties held for less than a year or which are being actively developed.

Total investment return (interest, dividends, rents, royalties, and net realized and unrealized gains and losses) earned by Dartmouth's endowment investments is included in endowment activities on the Statement of Activities, while the net income earned by the non-endowment investments is included in other operating or non-operating income on the Statement of Activities. Dividend income is recognized net of applicable withholding taxes on the ex-dividend date. Non-cash dividends are recorded at the fair value of the securities received. Interest income and expenses are recorded net of applicable withholding taxes on the accrual basis of accounting. Dartmouth amortizes bond premiums and accretes bond discounts using the effective yield method and when cash collection is expected. Fees charged by external investment managers are generally based on contractual percentages of the fair market value of assets under management or on annual total investment return and are, in most cases, netted against investment return. However, certain expenses paid directly by Dartmouth for investment management and custody services, including certain internal costs, amounted to approximately \$11,947,000 and \$12,970,000 for the years ended June 30, 2014 and 2013, respectively, and have been netted against endowment return and other operating and non-operating income in the accompanying Statement of Activities.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

The asset allocation of Dartmouth's investment portfolio involves exposure to a diverse set of markets. The investments within these markets involve various risks such as price, interest rate, market, sovereign, currency, liquidity, and credit risks. Additionally, the investments in real assets and direct real estate expose Dartmouth to a unique set of risks such as operational, environmental, and political risks. Dartmouth anticipates that the value and composition of its investments may, from time to time, fluctuate substantially in response to any or all of the risks described herein.

Endowment

Dartmouth's endowment and similar funds consist of gifts restricted by donors and unrestricted net assets designated by management and the Board of Trustees for long-term support of Dartmouth's activities, and the accumulated investment return on these gifts and designated net assets. Accumulated investment return consists of endowment net investment return that has not been appropriated by the Board of Trustees for expenditure to support Dartmouth's operating and non-operating activities. Generally, only a portion of accumulated net investment return is made available for spending each year in accordance with a Board of Trustees-approved endowment utilization policy and New Hampshire State Law. However, certain donor restricted endowment funds do allow for the expenditure of principal, and Dartmouth-designated endowment funds are unrestricted net assets that may be re-designated for authorized expenditures.

Giving consideration to the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA), Dartmouth classifies as permanently restricted net assets all endowment funds that must be retained permanently in accordance with stipulations imposed by a donor at the time of a gift, plus the original value of assets donated to permanent endowment, along with any investment earnings that are directed by the donor to be reinvested in perpetuity (i.e., historic book value). The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

Unrestricted endowment net assets include Dartmouth funds and certain unrestricted gifts from donors, and any accumulated investment return thereon, which may be expended; however, by trustee or management designation, these net assets may remain invested in the endowment for the long-term support of Dartmouth activities. Investment return on unrestricted endowment net assets and the annual distribution of a portion of accumulated investment return to operating and non-operating activities are presented as changes in unrestricted net assets in the Statement of Activities. Temporarily restricted endowment net assets include certain expendable endowment gifts, and any retained income and appreciation thereon, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the gifts ordinarily remain in the endowment by trustee designation to continue supporting the same activities as those specified by the donors, but the net assets are reclassified to unrestricted endowment net assets. Investment return on temporarily and permanently restricted net assets are generally presented as changes in temporarily restricted net assets in the Statement of Activities.

Split-Interest Agreements

Certain donors have established irrevocable split-interest agreements with Dartmouth, primarily charitable gift annuities, pooled life income funds, and irrevocable charitable remainder trusts, whereby the donated assets are invested and distributions are made to the donor and/or other beneficiaries in accordance with the agreement for a specified period of time, after which time the remaining assets and future investment return are retained by Dartmouth. At the discretion of the donor, Dartmouth may or may not serve as trustee for the split-interest agreement.

Dartmouth has recorded the estimated fair value of the investments associated with irrevocable split-interest agreements and an estimated liability, using a discount rate of 2.2% for FY14 and 1.2% for FY13, for the net present value of the future cash outflows to beneficiaries of the agreements for which Dartmouth serves as trustee. When Dartmouth is not the trustee of the assets associated with a split-interest agreement, a receivable for Dartmouth's beneficial interest is established when Dartmouth is notified of the trust's existence and when the third-party trustee has provided Dartmouth with sufficient reliable information to estimate the value of the receivable, which the College considers a Level 3 measurement. Dartmouth requests information regularly from third-party trustees for financial reporting purposes; however, these trustees are not obligated to provide Dartmouth with the information necessary to estimate fair value and record the asset. Dartmouth respects the privacy of donors and trustees in these limited instances. Dartmouth reports the net change in split-interest agreements as a non-operating change in net assets in the Statement of Activities.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Land, Buildings, Equipment, and Construction in Progress

Land, buildings, equipment, and construction in progress are recorded at cost at the date of acquisition or, if acquired by gift, at the estimated fair value as of the date of the gift. Purchases, construction, and renovations of assets which exceed Dartmouth's specified dollar threshold and have a useful life greater than one year are capitalized, while scheduled maintenance and minor renovations of less than that amount are charged to operations.

Land, buildings, and equipment are reflected net of accumulated depreciation calculated on a straight-line basis over the following estimated economic lives.

Buildings and building components	10 - 50 years
Depreciable land improvements	15 - 20 years
Equipment	5 - 20 years

Depreciation expense for facilities that are primarily used for sponsored research is based on the estimated economic lives of each component.

Collections

Dartmouth's collections include works of art, literary works, historical treasures, and artifacts that are maintained in its museum and libraries. These collections are protected and preserved for public exhibition, education, research, and the furtherance of public service. Each of the items is cataloged, preserved, and cared for, and activities verifying their existence and assessing their condition are performed continuously. The collections are subject to a policy that requires proceeds from their sale to be used to acquire other items for collections.

The collections, which were acquired through purchases and contributions since Dartmouth's inception, are not recognized as assets in the Statement of Financial Position. Purchases of collection items are recorded in the Statement of Activities as non-operating decreases in unrestricted net assets in the year in which the items are acquired or in temporarily restricted net assets if the assets used to purchase the items are restricted by donors. Contributed collection items are not recorded in the financial statements.

B. Receivables and Other Assets

Receivables and other assets consisted of the following at June 30 (in thousands):

	2014	2013
Student accounts	\$ 3,039	\$ 2,334
Sponsored research grants and contracts	19,667	20,162
Other accounts	46,396	44,008
Notes and student loans	68,800	75,039
Less: allowance for uncollectible accounts	(4,047)	(2,979)
Receivables, net	\$ 133,855	\$ 138,564
Prepaid costs, inventories, and other assets	18,131	15,200
Total receivables and other assets, net	\$ 151,986	\$ 153,764

Federally sponsored student loans with mandated interest rates and repayment terms are subject to significant restrictions as to their transfer and disposition. Amounts received from the Federal government to fund a portion of the Perkins student loans are ultimately refundable to the Federal government and are classified as government advances for student loans in the Statement of Financial Position. Due to the nature and terms of student loans funded by the Federal government, and restricted and unrestricted Dartmouth funds, it is not practical to estimate the fair value of such loans. All other receivables are carried at estimated net realizable value.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

C. Gifts and Pledges Receivable

Gifts and pledge payments received during the years ended June 30 were as follows (in thousands):

	<u>2014</u>	<u>2013</u>
Gifts to support operations	\$ 85,584	\$ 90,332
Gifts for:		
Facilities and student loans	8,012	23,626
Other restricted uses	12,875	2,713
Endowment	143,456	28,047
Split-interest agreements	6,846	11,105
Total gifts and pledge payments	<u>\$ 256,773</u>	<u>\$ 155,823</u>

Unconditional pledges as of June 30 are expected to be realized in the following periods, discounted at rates ranging from 0.07% to 6.2% (in thousands):

	<u>2014</u>	<u>2013</u>
In one year or less	\$ 53,056	\$ 60,024
Between one year and five years	50,313	47,921
Six years and after	5,038	1,531
Gross pledges receivable	\$ 108,407	\$ 109,476
Less: present value discount	(3,700)	(3,083)
Less: allowance for uncollectible pledges	(7,449)	(11,682)
Pledges receivable, net	<u>\$ 97,258</u>	<u>\$ 94,711</u>

The change in net pledges receivable is presented as a non-operating activity in the Statement of Activities.

D. Investments

Investments at fair value consisted of the following at June 30 (in thousands):

	<u>2014</u>	<u>2013</u>
Endowment investments	\$ 4,535,783	\$ 3,802,047
Split-interest agreement investments	125,245	111,744
Operating and other investments	886,760	810,454
Total investments	<u>\$ 5,547,788</u>	<u>\$ 4,724,245</u>

The framework for measuring fair value utilizes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical investments as of the reporting date. The type of investment in Level 1 includes actively listed equities, US Treasury securities, and exchange traded and registered funds all held directly by Dartmouth, and excludes listed equities and other securities held indirectly through commingled funds.

Level 2 - Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. The type of investments in Level 2 includes fixed income securities, derivatives, and commingled funds that are valued using NAV and are redeemable within 90 days as of the reporting date.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Level 3 - Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. The type of investments in Level 3 includes illiquid partnership interests, directly held real estate, and other commingled funds that are valued using NAV and are redeemable more than 90 days from the reporting date.

The inputs or methodology used to value or classify investments for financial reporting purposes is not necessarily an indication of the risk associated with investing in those investments.

The following table summarizes Dartmouth's assets that are reported at fair value by their fair value hierarchy classification as of June 30, 2014 (in thousands):

	Level 1	Level 2	Level 3	Total
Assets:				
Investments:				
Cash and cash equivalents	\$ 246,979	\$ -	\$ -	\$ 246,979
Fixed income ¹	199,019	223,254	458	422,731
Global equity:				
US equity	587,875	243,987	374,479	1,206,341
International	18,014	231,936	-	249,950
Emerging markets	48,548	136,360	10,735	195,643
Marketable alternative strategies	-	218,858	869,982	1,088,840
Private equity/venture capital	-	-	1,033,804	1,033,804
Real assets:				
Real estate	17,108	-	571,217	588,325
Other real assets	75,536	-	256,412	331,948
Other investments	-	116	7,683	7,799
Contribution in Advance	40,000	-	-	40,000
Redemption Receivable	135,428	-	-	135,428
Total investments	\$ 1,368,507	\$ 1,054,511	\$ 3,124,770	\$ 5,547,788

¹ Fixed income includes privately held bonds.

The following table lists specified investment terms by asset category for Dartmouth's interest in certain commingled funds and private partnership interests that are reported at NAV as of June, 30, 2014 (in thousands):

	Redemption Terms	Days Notice	Unfunded Commitment	Remaining Life
Global equity:				
US equity ¹	Ranges from quarterly to bi-annually	60 - 90	\$ -	Not applicable
International	Ranges from monthly to quarterly	6 - 60	-	Not applicable
Emerging markets	Ranges from monthly to bi-annually	30 - 120	-	Not applicable
Marketable alternative strategies ²	Ranges from quarterly to every three years	60 - 180	-	Not applicable
Private equity/venture capital	Illiquid	Not applicable	310,148	1 - 12 years
Real assets:				
Real estate	Illiquid	Not applicable	126,232	1 - 12 years
Other real assets	Illiquid	Not applicable	109,430	1 - 20 years
Total			\$ 545,810	

¹ US equity includes funds that have restrictions on the ability to fully redeem up to five years.

² Marketable alternative strategies includes funds that have restrictions on the ability to fully redeem up to five years, excluding illiquid securities and special investments.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

The following table summarizes Dartmouth's assets that are reported at fair value by their fair value hierarchy classification as of June 30, 2013 (in thousands):

	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets:						
Investments:						
Cash and cash equivalents	\$ 238,098	\$ -	\$ -	\$ 238,098	Daily	1
Fixed income ¹	165,274	234,258	1	399,533	Daily-Monthly	1
Global equity:						
					Daily-	
US equity ²	459,670	260,862	219,113	939,645	Bi-annual	1-90
International	16,841	130,827	-	147,668	Daily - Monthly	1-10
Emerging markets ³	42,425	131,686	18,271	192,382	Daily - Annual	1-120
					Quarterly-	
Marketable alternative strategies ⁴	-	193,253	825,199	1,018,452	Annual	30-180
Private equity/venture capital	-	-	902,367	902,367	Illiquid	Not Applicable
Real assets:						
Real estate	13,637	191,804	381,806	587,247	Daily - Illiquid	1 Day - Not Applicable
Other real assets	60,917	-	229,091	290,008	Daily - Illiquid	1 Day - Not Applicable
Other investments	-	1,797	7,048	8,845	Not Applicable	Not Applicable
Total investments	\$ 996,862	\$ 1,144,487	\$ 2,582,896	\$ 4,724,245		

¹ Fixed income includes privately held bonds.

² US equity includes funds that may have restrictions on the ability to fully redeem up to five years, excluding special investments and other securities that are non-marketable.

³ Emerging markets includes a fund that has a lock-up expiring on or before April 2015.

⁴ Marketable alternative strategies include two funds having initial lock-ups expiring on or before April 2014. Other funds may have restrictions on the ability to fully redeem up to three years, excluding illiquid securities and special investments.

At June 30, 2013, Dartmouth's outstanding commitments to limited partnerships totaled \$437,444,000. The anticipated draw down for these commitments is typically between 1 and 5 years with remaining fund lives typically between 1 and 12 years. The structure of these investments is such that there is no ability to redeem, and therefore these investments are considered illiquid.

The following tables present Dartmouth's activity for the fiscal years ended June 30, 2014 and 2013 for investments measured at fair value in Level 3 (in thousands):

	Marketable Alternative Strategies	Private Equity/Venture Partnerships	Real Assets	Other Assets	Total
Balance as of June 30, 2013	\$ 825,199	\$ 902,367	\$ 610,897	\$ 244,433	\$ 2,582,896
Acquisitions / purchases	124,500	90,065	40,041	31,713	286,319
Distributions / sales	(148,197)	(248,541)	(170,277)	(13,485)	(580,500)
Transfers In	41,913	-	193,571	62,380	297,864
Transfers Out	(77,925)	-	-	(25,536)	(103,461)
Investment income and realized gain	57,510	140,856	69,662	4,506	272,534
Change in unrealized gain on investments	46,982	149,057	83,735	89,344	369,118
Balance as of June 30, 2014	\$ 869,982	\$ 1,033,804	\$ 827,629	\$ 393,355	\$ 3,124,770

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

	Marketable Alternative Strategies	Private Equity/Venture Partnerships	Real Assets	Other Assets	Total
Balance as of June 30, 2012	\$ 689,325	\$ 961,640	\$ 650,290	\$ 213,201	\$ 2,514,456
Acquisitions / purchases	103,000	75,721	50,990	23,101	252,812
Distributions / sales	(71,755)	(250,820)	(140,622)	(27,977)	(491,174)
Investment income and realized gains	57,928	139,423	57,711	10,262	265,324
Change in unrealized gain (loss) on investments	46,701	(23,597)	(7,472)	25,846	41,478
Balance as of June 30, 2013	<u>\$ 825,199</u>	<u>\$ 902,367</u>	<u>\$ 610,897</u>	<u>\$ 244,433</u>	<u>\$ 2,582,896</u>

Included in Other Assets in the above tables are fixed income, global equity, and other investments.

Transfers between levels of the fair value hierarchy are reported at the beginning of the reporting period in which they occur. Transfers from Level 3 to Level 2 are primarily due to changes in liquidity provisions of certain commingled funds available within 90 days of the measurement date. Transfers from Level 2 to Level 3 are primarily due to Dartmouth's evaluation of the liquidity terms of certain commingled funds. Effective July 1, 2013, Dartmouth considers its directly held real estate investments to be Level 3 investments based on the provision of additional transparency into the observability of inputs.

The following table provides quantitative information about the significant unobservable inputs used in the valuation of directly held real estate as of June 30, 2014. Investments in real estate represent the total asset value of each of the underlying property investments. Significant changes in any one third party appraisal input would likely not result in a significant change in fair value measurement to the directly held real estate portfolio, however, actual results could differ materially from these estimates particularly during periods of investment and/or interest rate volatility.

Valuation Technique	Fair Value ¹	Unobservable Inputs	Input Value(s)
Third party appraisal-income approach & comparable sales	\$ 183,007	Capitalization rate	6.50 - 9.00%
Tax assessed value - adjusted annually	19,484	Discount rate	8.00 - 12.00%
Net present value	1,229	State/Local equalization ratios	.947 - .993
Cost	593	Discount rate	3.17%
Total	<u>\$ 204,313</u>	Not applicable	Not applicable

¹The fair value may be determined using multiple valuation techniques.

The Fixed Income portfolio includes strategies based on capital preservation and predictable yield as well as more opportunistic strategies focused on generating return through price appreciation. These strategies generally include corporate debt securities, government securities, mortgage backed and asset backed securities and other financial instruments. The structures of these investments include directly held securities as well as investments through commingled funds and derivatives.

The Global Equity portfolio includes managers who primarily invest in public long-only and long/short equity securities with portfolios that are directionally exposed to the market. The structures of these investments include directly held securities as well as investments through commingled funds.

The Marketable Alternative Strategies portfolio includes investments in commingled funds whose managers employ discrete and blended strategies, including long/short equity, absolute return, market neutral, distressed and credit strategies. Funds with marketable alternative strategies generally hold securities or other financial instruments for which a ready market exists, and may include stocks, bonds, put or call options, swaps, futures, currency hedges, and other financial instruments.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Dartmouth also invests in venture capital, private equity, real estate, other real assets, and other debt related strategies through private limited partnerships, which are illiquid. These investments often require the estimation of fair value by the general partner in the absence of readily determinable market values. The private portfolio is based primarily in the United States but includes managers who may invest globally. Real Estate investments also include real estate investment trust securities held through publically traded mutual funds as well as directly held real estate. Other real asset investments, in addition to natural resource limited partnerships, include an exchange traded fund with underlying exposure to commodities.

The following table sets forth the fair value of Dartmouth's derivative instruments by contract type as of June 30, 2014 and gains/losses related to derivative activities for the year ended June 30, 2014 (in thousands):

	Notional Exposure		Fair Value ¹		Net Gain/Loss ²
	Long	Short	Asset	Liability	
Foreign currency forward contracts	\$ 46,175	\$ (27,290)	\$ 327	\$ (581)	\$ (456)
Fixed income futures contracts	25,776	(67,458)	98	(71)	(712)
Interest rate swaps	-	-	-	-	170
Credit default swaps	8,421	(8,445)	58	(980)	(436)
Total	\$ 80,372	\$ (103,193)	\$ 483	\$ (1,632)	\$ (1,434)

¹The net fair value of these derivative instruments is included in the Statement of Financial Position as investments at fair value.

²The net gain/loss from these derivative instruments is presented in the operating and non-operating sections of the Statement of Activities as other operating income and other non-operating changes.

From time to time Dartmouth enters into foreign currency forward contracts and government bond futures and forwards to efficiently manage portfolio exposures to global currencies and interest rates. These instruments may be used to hedge the portfolio from unwanted currency and interest rate risk, but also to efficiently implement active duration and relative value currency strategies. Dartmouth is obligated to pledge to the appropriate broker cash or securities to be held as collateral, as determined by exchange margin requirements for futures contracts held. At June 30, 2014 and 2013, the fair value of Dartmouth's pledged collateral on futures contracts for investment purposes was \$426,000 and \$965,000 respectively and is included in investments on the Statement of Financial Position. At June 30, 2013, Dartmouth held forward contracts to buy foreign currencies in the amount of \$12,554,000 and to sell foreign currencies in the amount of \$7,482,000. The difference between the estimated notional value of open futures contracts to sell and purchase securities was a net long position of \$18,551,000 as of June 30, 2013.

From time to time Dartmouth enters into swap contracts for investment purposes. Interest rate swap contracts are used to efficiently manage portfolio exposures to interest rates. These instruments may be used to hedge the portfolio from unwanted interest rate risk, but also to efficiently implement active duration strategies. The notional amount of contracts that pay based on fixed rates and receive based on variable rates was \$15,100,000 at June 30, 2013. The fair value of the contracts at June 30, 2013 was \$274,000 and is included in the Statement of Financial Position as investments at fair value. The gain on these contracts was \$274,000 and is presented in the operating and non-operating sections of the Statement of Activities for June 30, 2013.

Credit default swaps are used to simulate long or short positions or to reduce credit risk where exposure exists. The buyer of a credit default swap is obligated to pay to the seller a periodic stream of payments over the term of the contract in return for a contingent payment upon occurrence of a contracted credit event. The seller of a credit default swap bears the obligation to pay the buyer upon occurrence of a contracted credit event in return for a periodic stream of fixed payments from the buyer over the term of the contract. As of June 30, 2013, the total notional amount of credit default swap contracts for protection purchased was \$9,529,000 and the notional amount related to protection sold was \$3,247,000. The fair value of the buy contracts at June 30, 2013 was approximately (\$67,000) and the sell contracts was (\$217,000) and are included in the Statement of Financial Position as investments at fair value. At June 30, 2013, the loss on the buy contracts was \$34,000 and loss on the sell contracts was \$107,000 and are presented in the operating and non-operating sections of the Statement of Activities.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

E. Endowment

The changes in fair value of net assets held in endowment and similar funds for the years ended June 30 were as follows (in thousands):

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2013	\$ 894,595	\$ 1,854,632	\$ 984,369	\$ 3,733,596
Investment return:				
Investment income	7,224	23,949	-	31,173
Net gain in fair value:				
Realized	67,381	218,790	-	286,171
Unrealized	<u>108,417</u>	<u>350,097</u>	<u>1,595</u>	<u>460,109</u>
Total investment return	183,022	592,836	1,595	777,453
Gifts	53	7,779	135,624	143,456
Distribution of endowment return to all funds	(43,940)	(144,606)	-	(188,546)
Other changes, net	<u>2,921</u>	<u>(3,446)</u>	<u>2,785</u>	<u>2,260</u>
Endowment net assets, June 30, 2014	<u>\$ 1,036,651</u>	<u>\$ 2,307,195</u>	<u>\$ 1,124,373</u>	<u>\$ 4,468,219</u>

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2012	\$ 833,511	\$ 1,700,362	\$ 952,511	\$ 3,486,384
Investment return:				
Investment income	7,432	24,078	-	31,510
Net gain in fair value:				
Realized	63,875	201,499	-	265,374
Unrealized	<u>25,848</u>	<u>80,972</u>	<u>1,058</u>	<u>107,878</u>
Total investment return	97,155	306,549	1,058	404,762
Gifts	30	811	27,206	28,047
Distribution of endowment return to all funds	(43,979)	(141,499)	-	(185,478)
Other changes, net	<u>7,878</u>	<u>(11,591)</u>	<u>3,594</u>	<u>(119)</u>
Endowment net assets, June 30, 2013	<u>\$ 894,595</u>	<u>\$ 1,854,632</u>	<u>\$ 984,369</u>	<u>\$ 3,733,596</u>

Other changes include additions to the endowment from the maturity of split-interest agreements and net transfers resulting from changes in donor restrictions or Dartmouth designations.

Included in temporarily restricted endowment net assets at the end of the year is the remaining amount of expendable accumulated appreciation on permanent endowment funds of \$1,927,893,000 and \$1,536,709,000 at June 30, 2014 and 2013, respectively.

Endowment net assets consist of the following as of June 30, 2014 (in thousands):

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 2,225,159	\$ 1,124,373	\$ 3,349,532
Board-designated endowment funds	<u>1,036,651</u>	<u>82,036</u>	<u>-</u>	<u>1,118,687</u>
Total endowment net assets	<u>\$ 1,036,651</u>	<u>\$ 2,307,195</u>	<u>\$ 1,124,373</u>	<u>\$ 4,468,219</u>

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Endowment net assets consist of the following as of June 30, 2013 (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ (12)	\$ 1,783,681	\$ 984,369	\$ 2,768,038
Board-designated endowment funds	894,607	70,951	-	965,558
Total endowment net assets	<u>\$ 894,595</u>	<u>\$ 1,854,632</u>	<u>\$ 984,369</u>	<u>\$ 3,733,596</u>

From time to time, the fair values of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires to retain as a fund of perpetual duration. In accordance with GAAP, events of this nature are reported as reductions in unrestricted net assets and were \$0 and (\$12,000) as of June 30, 2014 and 2013, respectively. These events were a result of market declines since the endowment funds were established. A Board of Trustees policy limits the distribution from these funds to current income only, except in cases where the donor directs otherwise.

Dartmouth employs a total return endowment utilization policy that establishes the amount of investment return made available for spending each fiscal year. The amount appropriated for expenditure each year is independent of the actual return for the year, but the appropriated amount cannot exceed the total accumulated return in an individual fund at the time of distribution. The Board approves the formula that determines the amount appropriated from endowment each year. The resulting FY14 endowment distribution of \$188,546,000 represents a 5.0% distribution rate when measured against the previous year's June 30th endowment market value. Investment return earned in excess of the amount appropriated annually is reinvested in the funds, but can be appropriated in future years in accordance with the utilization policy. The net appreciation on most of the permanently and temporarily restricted endowment funds is reported together with temporarily restricted net assets until such time as all or a portion of the appreciation is appropriated for spending in accordance with the utilization policy and applicable state law.

The overall investment performance objective for the endowment is to generate real (inflation-adjusted) returns net of investment expenses sufficient to support Dartmouth's current operating needs while maintaining the long-term purchasing power of the endowment. Historical averages indicate that an annual return between 8% - 10% is needed to meet this goal. The Investment Committee of the Board of Trustees has determined that a well-diversified mix of assets offers the best opportunity for maximum return with acceptable risk over time. Dartmouth relies on a total return strategy in which investment returns are achieved through both capital appreciation (both realized and unrealized) and current yield (interest and dividends). Investment decisions are made with a view toward maximizing long-term return opportunities while maintaining an acceptable level of investment risk and liquidity.

F. Land, Buildings, Equipment, and Construction in Progress

Land, buildings, equipment, and construction in progress balances at June 30 were as follows (in thousands):

	2014	2013
Land	\$ 19,158	\$ 19,082
Buildings	1,147,098	1,124,809
Land improvements	109,407	109,087
Equipment and software	<u>292,518</u>	<u>281,520</u>
Land, buildings, and equipment	\$ 1,568,181	\$ 1,534,498
Less: accumulated depreciation	(708,562)	(659,012)
Construction in progress	<u>95,912</u>	<u>68,841</u>
Total net book value	<u>\$ 955,531</u>	<u>\$ 944,327</u>

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Dartmouth has conditional asset retirement obligations arising from legal obligations to perform certain activities in connection with the retirement, disposal, or abandonment of assets, including asbestos abatement, leasehold improvements, hazardous materials, and equipment disposal and cleanup. The liability was initially recorded at fair value, and is adjusted for accretion expense, and changes in the amount or timing of cash flows. The corresponding asset retirement costs are capitalized as part of the carrying values of the related long-lived assets and depreciated over the useful lives of the assets.

G. Bonds, Mortgages, and Notes Payable

Indebtedness at June 30 consisted of the following (in thousands):

	<u>Fiscal Year</u> <u>Maturity</u>	<u>Interest Rate</u>	<u>2014</u>	<u>2013</u>
New Hampshire Health and Education Facilities Authority (NHHEFA):				
Tax-Exempt Fixed Rate:				
Series 2009	2019 - 2039	3.30% - 4.77%	\$ 198,875	\$ 198,875
Tax-Exempt Variable Rate:				
Series 2002	2032	.03% - .14%	101,000	101,000
Series 2003	2023	.03% - .11%	76,600	83,700
Series 2007A	2031	.01% - .11%	89,710	89,755
Series 2007B	2041	.01% - .11%	<u>75,000</u>	<u>75,000</u>
Subtotal tax-exempt bonds			\$ 541,185	\$ 548,330
Taxable Bonds:				
NHHEFA Variable Rate:				
Series 2007C	2041	.06% - .12%	30,000	30,000
Fixed Rate				
Series 2009	2019	4.75%	250,000	250,000
Series 2012A	2042	4.00%	70,000	70,000
Series 2012B	2043	3.76%	<u>150,000</u>	<u>150,000</u>
Subtotal taxable bonds			\$ 500,000	\$ 500,000
Subtotal bonds			\$ 1,041,185	\$ 1,048,330
Mortgages on real estate investments:				
Fixed Rate	2017 - 2037	4.34% - 5.61%	49,003	50,317
Taxable commercial paper note:				
Variable Rate		.11% to .13%	<u>18,900</u>	<u>23,900</u>
Subtotal bonds, mortgages and notes payable			\$ 1,109,088	\$ 1,122,547
Original issue premium, net			<u>4,245</u>	<u>4,240</u>
Total bonds, mortgages, and notes payable, net			\$ 1,113,333	\$ 1,126,787

Included in interest and amortization presented on the Statement of Operating Expenses is interest expense on debt (including payments on interest rate swap agreements) used to finance facilities projects of \$24,462,000 and \$24,324,000, and on other operating indebtedness of \$154,000 and \$152,000 for the years ended June 30, 2014 and 2013, respectively. In addition, interest paid on debt used to finance facilities projects of \$199,000 and \$464,000 was capitalized in connection with various construction projects for the years ended June 30, 2014 and 2013, respectively.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Interest expense on debt used to finance student loans totaled \$1,406,000 and \$1,406,000 for the years ended June 30, 2014 and 2013, respectively, and is presented as a deduction from other non-operating earnings in the Statement of Activities. Interest expense on other non-operating indebtedness totaled \$23,297,000 and \$23,460,000 for the years ended June 30, 2014 and 2013, respectively, and is presented as a deduction from other non-operating earnings in the Statement of Activities. Interest expense on mortgages and debt used to finance endowment-related real estate projects totaled \$2,664,000 and \$2,625,000 for the years ended June 30, 2014 and 2013, respectively, and is presented as a deduction in endowment net investment return in the Statement of Activities. Total interest expense included in the Statement of Activities is \$51,983,000 and \$51,967,000 for the years ended June 30, 2014 and 2013, respectively.

The aggregate amounts of principal due for each of the next five years ending June 30 and thereafter are as follows (in thousands):

<u>June 30</u>	<u>Principal Due</u>
2015	\$ 27,781
2016	9,154
2017	27,627
2018	9,909
2019	268,208
Thereafter	<u>766,402</u>
Total	<u>\$ 1,102,088</u>

Principal due after June 30, 2019, includes the following "balloon" payments due on Dartmouth's indebtedness (in thousands):

<u>June 30</u>	<u>Indebtedness</u>	<u>Payment</u>
2027	NHHEFA Series 2007A bonds	\$ 31,820
2028	NHHEFA Series 2009 bonds	\$ 32,190
2028	NHHEFA Series 2007A bonds	\$ 52,060
2029	NHHEFA Series 2009 bonds	\$ 20,000
2031	NHHEFA Series 2007A bonds	\$ 5,120
2032	NHHEFA Series 2002 bonds	\$ 101,000
2036	NHHEFA Series 2007B bonds	\$ 18,000
2039	NHHEFA Series 2009 bonds	\$ 138,765
2041	NHHEFA Series 2007B bonds	\$ 57,000
2041	NHHEFA Series 2007C bonds	\$ 30,000
2042	2012 Series A bonds	\$ 70,000
2043	2012 Series B bonds	\$ 150,000

The estimated fair value of the bonds was approximately \$1,095,409,000 and \$1,070,035,000 as of June 30, 2014 and 2013, respectively. The fair value for fixed-rate debt is based on estimates of the prevailing market yield and resulting price for each maturity of debt. The market yield is impacted by several factors including credit, length of maturity, coupon, and optional redemption provisions. Variable rate debt is valued at par since the rate is reset frequently and the bonds are puttable by the investor and callable by the borrower at any time. Dartmouth considers this to be a Level 2 measurement.

The NHHEFA bonds are a general obligation collateralized only by Dartmouth's pledge of full faith and credit and by funds held from time to time by the trustee for the benefit of the holders of the bonds under the respective bond resolutions. Dartmouth has agreed to certain covenants with respect to encumbrance or disposition of its core campus.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

During fiscal year 2009, Dartmouth entered into six interest rate swap agreements. Information related to these interest rate swap agreements as of June 30, 2014, including the fixed interest rate paid by Dartmouth and percent of LIBOR BBA (1 month) received on the notional principal, is presented in the table below (in thousands):

Expiration Date	Notional Amount	Fixed Interest Rate %	% of LIBOR BBA
06/01/2032	\$ 100,000	3.75	67
06/01/2041	\$ 100,000	3.73	70
06/01/2027	\$ 31,930	3.77	72
06/01/2028	\$ 52,660	3.78	72
06/01/2042	\$ 100,000	3.73	70
06/01/2043	\$ 165,000	3.74	70

The fair value of these agreements at June 30, 2014 and 2013, based on various factors contained in the interest rate swap agreements and certain interest rate assumptions, was approximately \$141,219,000 and \$133,222,000, respectively, and is considered a Level 2 measurement. The increase of \$7,997,000 in the liability for the year ended June 30, 2014 is presented as an unrealized loss and the decrease of \$83,084,000 in the liability for the year ended June 30, 2013 is presented as an unrealized gain in the non-operating section of the Statement of Activities. Net payments or receipts under the swap agreements associated with facilities debt are reflected as interest expense. These financial instruments involve counter-party credit exposure.

Dartmouth maintains stand-by bond purchase agreements with financial institutions totaling approximately \$372,300,000 to provide alternative liquidity to support its variable rate demand bonds in the event that the bonds cannot be remarketed. Financing obtained through these stand-by credit agreements to fund the repurchase of such bonds would bear interest rates different from those associated with the original bond issues, and mature over a three or a five year period following repurchase. The agreements have various maturity dates between August 2014 and December 2016. There were no amounts outstanding at June 30, 2014 and 2013 under these agreements.

Dartmouth has a \$75,000,000 line of credit with a maturity date of December 29, 2014. There have been no borrowings under this line of credit.

H. Pension and Other Employment Related Obligations

Liabilities for retirement and postretirement medical benefits, salaries, wages, and other benefits under employment agreements consisted of the following at June 30 (in thousands):

	2014	2013
Retirement and postretirement benefits	\$ 358,284	\$ 242,222
Compensated absences, severance plans, and other commitments	20,244	18,518
Self-insured benefits	11,862	11,710
Total employment related obligations	\$ 390,390	\$ 272,450

In fiscal year 1998, Dartmouth revised its pension benefit for staff and non-union service employees, giving each participant a one-time option to either remain in the defined benefit plan or enroll in the defined contribution plan effective January 1, 1998. Staff and non-union service employees hired since that date receive retirement benefits under the defined contribution plan. Effective January 1, 2006, all union employees are enrolled in the defined contribution plan.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

Dartmouth's postretirement medical benefits consist of medical insurance coverage for retirees. Employees hired prior to July 1, 2009 that are 55 or older and have at least ten continuous years of service in a benefits-eligible position immediately prior to retirement are currently eligible for a subsidy toward the purchase of Retiree Medical Benefits. The subsidy amount was based on the employee's annual salary, age, and years of service as of June 30, 2009. For retirees under the age of 65, the medical insurance options are the same as for active employees. At age 65, the retiree would enroll in the Dartmouth College Medicare Supplement (DCMS) plan. New employees hired on or after July 1, 2009 are eligible to participate in a Retirement Savings Match and are eligible to purchase the retiree group medical insurance at full cost if they qualify at retirement.

Information pertaining to the pension and postretirement benefits at June 30 include (in thousands):

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
Change in benefit obligation:				
Beginning of year	\$ 120,696	\$ 120,920	\$ 226,449	\$ 274,684
Service cost	2,538	2,708	5,423	7,809
Interest cost	5,558	5,059	12,174	13,435
Benefits paid	(7,681)	(6,261)	(5,364)	(4,209)
Actuarial (gain)/loss	13,105	(1,730)	97,881	(65,270)
End of year	<u>\$ 134,216</u>	<u>\$ 120,696</u>	<u>\$ 336,563</u>	<u>\$ 226,449</u>
Change in estimated fair value of plan assets:				
Beginning of year	\$ 113,931	\$ 112,518	\$ -	\$ -
Actual return on plan assets	18,979	3,674	-	-
Employer contributions	2,000	4,000	5,364	4,209
Benefits paid	(7,681)	(6,261)	(5,364)	(4,209)
End of year	<u>\$ 127,229</u>	<u>\$ 113,931</u>	<u>\$ -</u>	<u>\$ -</u>
Funded status (plan assets less than benefits obligation)	<u>\$ (6,987)</u>	<u>\$ (6,765)</u>	<u>\$ (336,563)</u>	<u>\$ (226,449)</u>
Net periodic benefit (income) cost included the following:				
Service cost	\$ 2,538	\$ 2,708	\$ 5,423	\$ 7,809
Interest cost	5,558	5,059	12,174	13,435
Expected return on assets	(6,365)	(6,358)	-	-
Amortization of prior service cost (credit)	240	240	(7,644)	(7,644)
Recognized net actuarial loss	2,364	3,218	-	3,127
Net periodic benefit cost	<u>\$ 4,335</u>	<u>\$ 4,867</u>	<u>\$ 9,953</u>	<u>\$ 16,727</u>
Weighted-average assumptions:				
Discount rate used to determine net periodic benefit cost	4.80%	4.40%	5.45%	4.95%
Expected return on plan assets	6.50%	6.80%	-	-
Rate of compensation increase	3.00%	3.00%	-	-
Discount rate used to determine benefit obligations	4.30%	4.80%	4.70%	5.45%

The increase in the post-retirement benefit obligation is due to the change in discount rate presented above and the use of an updated mortality table which is reflected in the 2014 actuarial loss of \$97,881,000.

The estimated net cost for the defined benefit plan that will be amortized into net periodic cost in fiscal 2015 is \$2,532,000. The estimated net (income) for postretirement benefits that will be amortized into net periodic cost in fiscal 2015 is (\$1,094,000).

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

The increase (decrease) in unrestricted net assets resulting from the change in pension and post-retirement benefit obligations consisted of the following (in thousands):

	Pension Benefits	Post-retirement Benefits	Total 2014	Total 2013
Amounts recognized in non-operating activities:				
Net actuarial gain (loss)	\$ (491)	\$ (97,881)	\$ (98,372)	\$ 64,317
Amortization of gain	2,364	-	2,364	6,345
Amortization of prior service cost (credit)	240	(7,644)	(7,404)	(7,404)
Total non-operating gain (loss)	2,113	(105,525)	(103,412)	63,258
Amounts recognized in operating activities:				
Net periodic benefit cost	(4,335)	(9,953)	(14,288)	(21,594)
Total gain (loss)	<u>\$ (2,222)</u>	<u>\$ (115,478)</u>	<u>\$ (117,200)</u>	<u>\$ 41,664</u>

The following table summarizes the defined benefit pension plan investments by their fair value hierarchy classification as of June 30, 2014 (in thousands):

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 897	\$ -	\$ -	\$ 897
Global equity	-	32,345	-	32,345
Fixed income ¹	-	90,210	-	90,210
Limited partnerships ²	-	-	3,777	3,777
Total investments	<u>\$ 897</u>	<u>\$ 122,555</u>	<u>\$ 3,777</u>	<u>\$ 127,229</u>

The following table summarizes the defined benefit pension plan investments by their fair value hierarchy classification as of June 30, 2013 (in thousands):

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 649	\$ -	\$ -	\$ 649
Global equity	-	41,434	-	41,434
Fixed income ¹	-	67,936	-	67,936
Limited partnerships ²	-	-	3,912	3,912
Total investments	<u>\$ 649</u>	<u>\$ 109,370</u>	<u>\$ 3,912</u>	<u>\$ 113,931</u>

¹ This category includes fixed income commingled funds and other financial instruments related to fixed income products.

² This category includes investments in venture capital, private equity, and other real asset private partnerships.

The following table presents activity for the fiscal year ended June 30, 2014 and 2013 for the defined benefit pension plan investments measured at fair value in Level 3 (in thousands):

	Limited Partnerships
Balance as of June 30, 2013	\$ 3,912
Acquisitions / purchases	150
Distributions / sales	(831)
Investment return	570
Change in unrealized losses on investments	(24)
Balance as of June 30, 2014	<u>\$ 3,777</u>

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

	Limited Partnerships
Balance as of June 30, 2012	\$ 4,148
Acquisitions / purchases	173
Distributions / sales	(853)
Investment return	500
Change in unrealized losses on investments	(56)
Balance as of June 30, 2013	\$ 3,912

The overall investment strategy of the defined benefit pension plan (the Plan) is to utilize an asset mix that is designed to meet the near and longer term benefit payment obligations of the Plan. Over time, the asset mix may include global equity and fixed income exposures. Global equity exposure is designed to capture the equity market performance of developed markets while fixed income exposure provides a predictable yield as well as a hedge against changing interest rates by holding corporate bonds and other financial instruments. Other types of investments may include private equity, venture capital, and other private real asset partnerships that employ different underlying strategies. Outside investment advisors are utilized to manage the Plan assets and are selected based on their investment style, philosophy, and past performance. Dartmouth's investment office is responsible for managing the asset allocation and investment risk management of the Plan.

Dartmouth makes annual contributions to maintain funding for the defined benefit plan on an actuarially recommended basis. Dartmouth currently expects to contribute between \$2 million and \$4 million to the defined benefit plan in fiscal year 2015.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid in each of the next five years ending June 30 and thereafter as follows (in thousands):

	Pension Benefits	Postretirement Benefits
2015	\$ 10,000	\$ 7,928
2016	9,400	8,808
2017	9,300	9,837
2018	9,600	11,063
2019	9,600	13,490
Years 2020 -2023	46,900	85,217

Assumed health care cost trend rates have a significant effect on the estimated amounts reported for the postretirement benefit plan. The medical cost trend rates for pre-age 65 and post-age 65 retirees, respectively, are assumed to be 7.1% and 7.0% in year 2015, decrease gradually to 5% and 5% in fiscal year 2023 and 2023, respectively, and remain level thereafter. Dartmouth's estimate of postretirement benefit expense and obligations also reflects the impact of the Medicare Prescription Drug Improvement and Modernization Act, which provides for tax-free subsidies to employers that offer retiree medical benefit plans with qualifying drug coverage.

A one percentage point increase (decrease) in assumed health care cost trend rates would have the following effect (in thousands):

Increase (decrease) in total of service and interest cost components	\$ 5,182	\$ (4,003)
Increase (decrease) in postretirement benefit obligation	\$ 64,734	\$ (50,728)

Dartmouth also maintains defined contribution retirement plans for its employees. These benefits are individually funded and are subject to various vesting requirements. Under these arrangements, Dartmouth makes monthly contributions to individual self-directed retirement investment accounts for the participants. These contributions for the years ended June 30, 2014 and 2013 were \$23,967,000 and \$24,721,000, respectively. Dartmouth also maintains deferred compensation plans. The liabilities for the plans are included in pension and other employment related obligations in the Statement of Financial Position.

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

I. Other Operating Income

The major components of other operating income for the years ended June 30 were as follows (in thousands):

	2014	2013
Medical School clinical services and other support	\$ 55,244	\$ 51,304
Foreign study and continuing education programs	13,317	13,244
Student activities and other program revenues	11,037	11,011
Athletics revenues	4,387	4,523
Hopkins Center and Hood Museum revenues	1,525	1,838
Other revenues	17,444	16,084
Investment income	49,602	33,741
Total other operating income	\$ 152,556	\$ 131,745

J. Net Assets

Additional information pertaining to Dartmouth's net assets at June 30 is presented below (in thousands):

	2014			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Detail of net assets:				
Operating funds	\$ 351,467	\$ 79,736	\$ -	\$ 431,203
Pledges	-	81,460	15,798	97,258
Postretirement and pension benefit obligations	(343,550)	-	-	(343,550)
Third-party charitable trusts	-	6,096	3,816	9,912
Facilities and capital	425,180	23,807	-	448,987
Interest rate swap agreements	(141,219)	-	-	(141,219)
Student loan funds	21,434	21,913	-	43,347
Life income, annuity, and similar funds	-	41,785	36,008	77,793
Endowment funds	1,036,651	2,307,195	1,124,373	4,468,219
Total net assets	\$ 1,349,963	\$ 2,561,992	\$ 1,179,995	\$ 5,091,950

	2013			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Detail of net assets:				
Operating funds	\$ 348,479	\$ 77,312	\$ -	\$ 425,791
Pledges	-	69,681	25,030	94,711
Postretirement and pension benefit obligations	(233,214)	-	-	(233,214)
Third-party charitable trusts	-	7,135	6,048	13,183
Facilities and capital	368,247	30,229	-	398,476
Interest rate swap agreements	(133,222)	-	-	(133,222)
Student loan funds	13,842	28,399	-	42,241
Life income, annuity, and similar funds	-	34,120	36,008	70,128
Endowment funds	894,595	1,854,632	984,369	3,733,596
Total net assets	\$ 1,258,727	\$ 2,101,508	\$ 1,051,455	\$ 4,411,690

Dartmouth College
Notes to Financial Statements
For the years ended June 30, 2014 and 2013

K. Commitments and Contingencies

Outstanding commitments on uncompleted construction contracts total \$36,762,000 at June 30, 2014.

All funds expended by Dartmouth in connection with government sponsored grants and contracts are subject to audit by governmental agencies. The ultimate liability, if any, from such audits, is not expected to have a material adverse effect on Dartmouth's financial position.

In conducting its activities, Dartmouth from time to time is the subject of various claims and also has claims against others. The ultimate resolution of such claims is not expected to have either a material adverse or favorable effect on Dartmouth's financial position.

L. Related Party Transactions

Members of Dartmouth's Board of Trustees and senior management may, from time to time, be associated, either directly or indirectly, with companies doing business with Dartmouth. Dartmouth has a written conflict of interest policy that requires annual reporting by each Trustee, as well as senior management. Additionally, Dartmouth has a policy on Pecuniary Benefit Transactions and Related Party Investments. This policy supplements the Dartmouth College Conflict of Interest Policy with regard to pecuniary benefit transactions, as defined by New Hampshire law, including but not limited to Dartmouth's investment in investment vehicles in which Trustees have a financial interest. These policies include, among other things, that no member of the Board of Trustees can participate in any decision in which he or she (or an immediate family member) has a material financial interest. When such relationships exist, measures are taken to mitigate any actual or perceived conflict, including requiring that such transactions be conducted at arm's length, for good and sufficient consideration, based on terms that are fair and reasonable to and for the benefit of Dartmouth, and in accordance with applicable conflict of interest laws.

M. Subsequent Events

For purposes of determining the effects of subsequent events on these financial statements, management has evaluated events subsequent to June 30, 2014 and through October 20, 2014, the date on which the financial statements were issued, and has concluded that there were no subsequent events requiring adjustment or disclosure.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
Research and Development Cluster:			
American Recovery and Reinvestment Act:			
47.082	National Science Foundation (NSF)	ANT-0838896	\$ 29,407
47.082	National Science Foundation (NSF)	ARC-0908156	32,440
47.082	National Science Foundation (NSF)	ARC-0909270	26,364
47.082	National Science Foundation (NSF)	AST-0908345	15,871
47.082	National Science Foundation (NSF)	ATM-0921979	4,670
47.082	National Science Foundation (NSF)	CHE-0848354	30,111
47.082	National Science Foundation (NSF)	CNS-0910842	46,038
47.082	National Science Foundation (NSF)	DEB-0841862	20,470
47.082	National Science Foundation (NSF)	DMR-0905229	30,548
47.082	National Science Foundation (NSF)	EF-0842267	39,240
47.082	National Science Foundation (NSF)	IIS-0905206	3,630
47.082	Virginia Polytechnic Institute & State University	478219-19715	24,853
81.135	Massachusetts Institute of Technology	5710002882	89,766
93.701	Harvard University	150100.5076158.003	28,599
93.701	Nat'l Cancer Institute (NCI)	P30CA023108	148,258
93.701	Nat'l Cancer Institute (NCI)	R01CA132750	(709)
93.701	Nat'l Cancer Institute (NCI)	UC2CA148259	36,533
93.701	Nat'l Inst of Arth & Musculoskeletal Skin(NIAMS)	T32AR049710	1,301
93.715	Agency for Healthcare Research & Quality	R18HS019942	163,211
93.728	University of Illinois	2010-03958-11	502,368
American Recovery and Reinvestment Act total			1,272,969
U.S. Department of Health and Human Services:			
Direct awards (93.RD):			
National Institute of Health			84,964,821
Public Health Services Center			2,128,249
Subtotal			87,093,070
Subagreements:			
93.000	Advanced BioScience Laboratories, Inc.	11-14005-001-0155-212	193,181
93.000	American College of Radiology	ACRIN 6654	127,610
93.000	Feinstein Institute for Medical Research	DMS01-NON-ARRA	65,178
93.000	Yale New Haven Health System	N/A	28,239
93.103	New England Pediatric Device Consortium	NEPDC-002	20,859
93.110	University of New Hampshire	13-073	35,681
93.113	Research Foundation of SUNY	1094771-2-57490	32,373
93.184	University of Massachusetts, Worcester	6147128/RFS2013089	19,725
93.184	University of Massachusetts, Worcester	WA0015403/RFS2014118	12,237
93.226	Union College	NIH-TS1	5,596
93.226	University of Michigan	3001694180	35,250
93.242	Allegheny-Singer Research Institute	N/A	51,019
93.242	Allegheny-Singer Research Institute	N/A	74,869
93.242	Boston University	4500000977	66,086
93.242	Butler Hospital	9064-8340	6,969
93.242	Howard University	632201-H000038	(9,377)
93.242	Illinois Institute of Technology	SA453-1102-6157	14,305
93.242	Johns Hopkins University	20000990332	24,759
93.242	Johns Hopkins University	IMPACCT PO 2001603366	180,430
93.242	Places for People, Inc.	DC110607IMR-3	10,769
93.242	Rutgers the State University	4546	8,307
93.242	University of Vermont	22605	87,307
93.242	University of Washington	722320	19,305
93.242	Yale University	M13A11533 (A09085)	21,035
93.273	National Development and Research Institutes, Inc.	622C	6,217
93.273	National Development and Research Institutes, Inc.	622D	32,741
93.279	Johns Hopkins University	2001706094	39,154
93.279	Miriam Hospital	710-9865	59,514
93.279	National Development and Research Institutes, Inc.	618D	29,649

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
93.279	National Development and Research Institutes, Inc.	631B	32,517
93.279	National Development and Research Institutes, Inc.	631C	46,046
93.279	Oregon Research Institute	N/A	26,952
93.279	University of Vermont	22304 SUB51350	13,006
93.279	University of Vermont	24927	166,820
93.279	University of Vermont	N/A	(17,941)
93.279	University of Wisconsin-Madison	416K080	56,719
93.279	Westat, Inc.	8954.02.77.03	64,892
93.279	Westat, Inc.	s8954	697,560
93.279	Yale University	M12A11475 (A08818)	11,887
93.279	Yale University	M12A11475 (A08819)	1,123
93.283	NH Div of Public Health Services	N/A	6,333
93.361	Butler Hospital	9021-8340	19,782
93.393	Emory University	T179442	2,914
93.393	Fred Hutchinson Cancer Research Center	0000755544	106,149
93.393	Fred Hutchinson Cancer Research Center	0000773824	25,519
93.393	Fred Hutchinson Cancer Research Center	0000788687	95,083
93.393	Fred Hutchinson Cancer Research Center	0000788690	36,004
93.393	Fred Hutchinson Cancer Research Center	0000798534	7,926
93.393	Group Health Research Institute	2013169197	14,584
93.393	Group Health Research Institute	CA154292-02	234,116
93.393	Group Health Research Institute	CA154292-02-Dart	113,694
93.393	Group Health Research Institute	CA154292-03	315,372
93.393	Group Health Research Institute	CA154292-03-Dartmouth-Ortega	162,765
93.393	Harvard University	150096.003	5,923
93.393	Harvard University	150144.507561.0004	30,082
93.393	Stanford University	60373226-110835-K	37,783
93.393	University of Chicago	44706-A	116,365
93.393	University of Hawaii Cancer Center	Z10074296	6,453
93.393	University of Hawaii Cancer Center	Z10046243	22,818
93.393	University of North Carolina at Chapel Hill	5-30888	280,525
93.393	University of North Carolina at Chapel Hill	5-30987	183,548
93.393	University of North Carolina at Chapel Hill	5-33528	953,601
93.393	University of Pittsburgh	0019106 (120429-3)	118,691
93.393	University of Texas, Houston	0009805A	16,431
93.393	University of Washington	659975	101,535
93.393	University of Washington	724576	159,663
93.393	Vanderbilt University	VUMC 40616	19,568
93.393	Vanderbilt University	VUMC40616	(2,704)
93.394	University of California, Irvine	2014-3022	3,872
93.394	University of North Carolina at Chapel Hill	5-44609	(1,011)
93.394	University of North Carolina at Chapel Hill	5-44999	72,487
93.395	Celdara Medical, LLC.	N/A	90,938
93.395	Children's Hospital of Philadelphia (CHOP)	COG PCR	9,382
93.395	Fred Hutchinson Cancer Research Center	0000789863-207806	801
93.395	Fred Hutchinson Cancer Research Center	0000799972	758
93.395	John Wayne Cancer Institute	MSLT-11	1,823
93.395	Massachusetts General Hospital	213580	97,744
93.395	Massachusetts General Hospital	213589	82,537
93.395	Mayo Clinic	63044794	153,715
93.395	Mayo Clinic	PO# 63434762	78,180
93.395	Radiation Monitoring Devices, Inc.	N/A	40,276
93.395	University of North Carolina at Chapel Hill	27469-34	1,484
93.395	Woomera Therapeutics, Inc.	N/A	152,470
93.396	University of Miami	N/A	11,810
93.396	Vanderbilt University	N/A	5,136
93.396	Vanderbilt University	VUMC 40709	44,053
93.396	Wistar Institute	24581-02-365	24,625
93.397	University of Michigan	3002191972	143,370

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
93.397	University of Texas, M D Anderson Cancer Center	918184	26,870
93.399	Black Hills Center for American Indian Health	BHCAIH 5P50CA148110-04	37,007
93.399	Black Hills Center for American Indian Health	BHCAIH 3P50CA148110-05S1	2,696
93.399	Southwest Oncology Group	CA37429	(1,361)
93.610	Feinstein Institute for Medical Research	500559-DAR-01	8,434
93.610	Feinstein Institute for Medical Research	500559-DAR-02	160,873
93.610	Vinfen Corporation	1C1CMS330983	72,031
93.632	University of New Hampshire	13-055	(463)
93.632	University of New Hampshire	13-055A	3,330
93.701	EMMES Corporation	3501-001	(5,619)
93.701	EMMES Corporation	N/A	19,903
93.837	Celdara Medical, LLC.	2RRHL097464-02A1	205,910
93.837	Celdara Medical, LLC.	N/A	70,546
93.837	Duke University	177494	7,876
93.837	Duke University	179452	9,472
93.837	Emory University	N/A	3,264
93.837	Emory University	5884537	14,606
93.837	Emory University	T095805	41,512
93.837	Harvard University	150103.5075649.00003	47,202
93.837	Northeast Ohio Medical University	34520-A	24,229
93.837	University of Oklahoma Health Sciences Center	RS20130511-03	37,598
93.837	University of Virginia	GC11875-143582	239,419
93.837	University of Virginia	GC11934 144513	40,455
93.837	University of Virginia	N/A	23,396
93.838	University of Michigan	POW#3002783226	400
93.839	Celdara Medical, LLC.	N/A	135,337
93.839	Yale University	M10A10692 (A07741)	11,582
93.846	Boston University	4500001443	(15,824)
93.846	Boston University	4500001432	195,663
93.846	Boston University	4500001443	107,228
93.846	Drexel University	232514	35,447
93.846	Drexel University	Subaward # 232514	85,508
93.846	Regents of the University of Minnesota	N00018851	2,499
93.846	University of Michigan	3001369865	39,930
93.846	Washington University	WU-10-157	97,381
93.847	Beth Israel Deaconess Medical Center	01024387	92,103
93.847	Children's Hospital of Philadelphia (CHOP)	DK066174	5,101
93.847	Mayo Clinic	5U01DK065713-06	13,623
93.847	University of North Carolina at Chapel Hill	5-31662	12,414
93.847	Vanderbilt University	VUMC 41358	17,460
93.852	University of Vermont	28373SUB51600	8,542
93.853	Brown University	00000303	119,285
93.853	Brown University	00000303/P01NS065719	7,459
93.853	Brown University	00000304	106,790
93.853	Brown University	00000304 / P01NS065719	10,496
93.853	Clarkson University	375-32228-1	83,015
93.853	University of Medicine & Dentistry of NJ	99-705	25
93.853	University of Vermont	26913SUB51363	68,388
93.853	University of Vermont	27988SUB51549	11,230
93.853	University of Vermont	27989SUB51543	20,308
93.853	University of Vermont	28377SUB51601	23,085
93.853	University of Vermont	N/A	9,072
93.853	Yale University	A09014/M10A10508	24,369
93.853	Yale University	A09394 M10A10508	75,854
93.855	Avatar Medical, LLC	under NIAID prime	4,558
93.855	Cornell University	64289-9879	168,517
93.855	Harvard University	152471.5061742.0002	49,063
93.855	Harvard University	152482.5064984.0106	366,130

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
93.855	ImmuNext, Inc.	N/A	197,870
93.855	ImmuRx Inc	N/A	(350)
93.855	Regents of the University of Minnesota	N003235801	15,292
93.856	University of Alabama	000406257-017	7,771
93.856	University of Alabama	000406291-014	8,259
93.859	Marine Biological Laboratory	45397	38,202
93.859	Parabon Computation Inc	1112-1073-51-01	10,919
93.859	Tufts University	HS0356	56,524
93.865	Boston Medical Center	0330001	23,917
93.865	Boston University	4429-5	27,972
93.865	Boston University	4500000689	46,704
93.865	Childrens Hospital Boston	0000458635	31,372
93.865	Childrens Hospital Boston	PO#RSTFD0000537943	2,942
93.865	Childrens Hospital Boston	RSTFD0000544213	322,169
93.865	Childrens Hospital Boston	RSTFD0000582456	31,966
93.865	Simbex	N/A	101,316
93.865	The Administrators of the Tulane Educational Fund	TUL-HSC-466-13/14	16,961
93.865	Tufts University	M330001-HS2815	45,430
93.865	University of Massachusetts, Worcester	6147854/RFS2013101	8,208
93.866	Boston University	4500001264	5,430
93.866	Harvard University	150122.5075764.0211	19,065
93.866	Harvard University	150122.5075764.0311	52,382
93.866	National Bureau of Economic Research	33-4135-05-Dartmouth	98,854
93.866	National Bureau of Economic Research	83-4029-20-Dartmouth	49,959
93.866	Thomas Jefferson University	080-19000-S01001	36,744
93.866	University of California, San Diego	ADC-039	24,946
93.866	University of Maryland	SR00001553	1,677
93.866	University of Maryland	SR00002920	10,938
93.866	University of Wisconsin-Madison	520K376	5,000
93.866	Yale University	C14A11799 (A09232)	45,042
93.867	Johns Hopkins University	2000925494	35,166
93.867	Thomas Jefferson University	080-19000-R92704	917
93.867	University of California, San Francisco	5640sc	56,741
93.867	University of California, San Francisco	7280sc	43,071
93.879	Indiana University	IN4687237DC	165,784
93.UNK	American College of Radiology	RTOG	35,810
93.UNK	American College of Radiology	N/A	5,111
93.UNK	Boston University	4500001200	20,442
93.UNK	Boston University	P30 YR2	9,859
93.UNK	Brown University	PO #P262083	(6,250)
93.UNK	Creare, LLC.	71438	10,153
93.UNK	CytoSorbents, Inc.	CYTOSUB0002	69,134
93.UNK	Dana Farber Cancer Institute	UNIV OF CHICAGO	83,451
93.UNK	Duke University	Z10/Z11	(659)
93.UNK	Fast-Track Drugs and Biologics, Inc.	N/A	(10,043)
93.UNK	Fast-Track Drugs and Biologics, Inc.	NCIG-003	(33,027)
93.UNK	Group Health Research Institute	HHSN261201100031C	66,631
93.UNK	Indiana University	Amend #3	(5,137)
93.UNK	Les Centres Gheskio	N/A	12,467
93.UNK	Les Centres Gheskio	YR6	10,810
93.UNK	Lewin Group, Inc.	N/A	919
93.UNK	Massachusetts General Hospital	217706	158,070
93.UNK	University of Rochester	5-23280	8,439
93.UNK	University of Rochester	5-23281	27,139
93.UNK	University of South Florida	U01-DK061055	15,954
93.UNK	University of Vermont	25992 YR2	6,994
93.UNK	University of Vermont	25992-Dartmouth 2	34,971
	Subtotal		11,850,904
	U.S. Department of Health and Human Services total		98,943,974

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
National Science Foundation:			
Direct awards (47.RD)			9,724,532
Subagreements:			
47.041	Norwich Technologies	N/A	36,939
47.050	Boston University	GC176992NGA	63,731
47.050	Stanford University	60398977-109515-A	25,810
47.070	University of Massachusetts, Lowell	S5210000014133	6,700
47.074	Purdue University	4101-19822	261,928
47.074	University of North Carolina at Chapel Hill	5-37375	369,053
47.074	University of North Carolina at Chapel Hill	5-54963	253,658
47.074	University of Wyoming	NSF40391	12,673
47.074	Virginia Polytechnic Institute & State University	479065-19715	199
47.078	University of Colorado-Boulder	1548198	74,024
47.078	University of New Hampshire	11-069	6,421
47.079	Oregon State University	S1315A-F	22,225
47.081	University of New Hampshire	PZ 12-044	267,397
Subtotal			<u>1,400,758</u>
National Science Foundation total			<u>11,125,290</u>
U.S. Department of Defense:			
Direct awards (12.RD)			5,042,121
Subagreements:			
12.000	University of California, San Diego	10315327	2,089
12.000	University of California, San Diego	10316818	10,364
12.000	University of California, San Diego	10317739	2,812
12.000	University of California, San Diego	10320526	5,541
12.000	Wistar Institute	35441-02-365	13,087
12.300	Creare, LLC.	70711	24,550
12.300	Naval Postgraduate School	N00244-14-1-0021	16,935
12.420	Milcord, LLC	N/A	6,537
12.420	Milcord, LLC	SC-1109-01	29,893
12.420	Rutgers the State University	00003418	108,761
12.420	University of Texas, Houston	0009671B	11,031
12.420	Veterans Medical Research Foundation (VMRF)	07969-01-301695	53,650
12.431	George Mason University	E2030472	222,684
12.431	University of California, San Diego	10291747	518,198
12.431	University of Illinois	2013-00347-01	79,150
12.431	University of Illinois	2013-00635-04 (A0342)	21,899
12.431	University of Wisconsin-Madison	419K812	130,633
12.598	Arctan, Inc.	N/A	233,551
12.800	Securboraton, Inc.	30004	50,077
12.800	University of Texas, El Paso	2014054558	38,546
12.800	University of Texas, El Paso	2014054629	171,515
12.UNK	Clinical Research Management, Inc.	Dartmouth-09-01	49,102
12.UNK	Clinical Research Management, Inc.	Dartmouth-13-01	1,471,867
12.UNK	Creare, LLC.	62967	21,172
12.UNK	Creare, LLC.	66231	5,533
12.UNK	Creare, LLC.	70438	14,116
12.UNK	Massachusetts Institute of Technology	PO 7000267034	14,078
12.UNK	University of California, San Diego	10313358	19,753
Subtotal			<u>3,343,121</u>
U.S. Department of Defense total			<u>8,385,242</u>

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
U.S. National Aeronautics and Space Administration:			
Direct awards (43.RD)			3,318,111
Subagreements:			
43.000	Massachusetts Institute of Technology	5710002468	100,590
43.000	University of New Hampshire	13-049	50,290
43.000	University of New Hampshire	13-065	322,622
43.001	Johns Hopkins University	113901	40,487
43.001	Massachusetts Institute of Technology	5710003372	91,778
43.001	Smithsonian Astrophysical Observatory (SAO)	GO0-11135C	1,196
43.001	Smithsonian Astrophysical Observatory (SAO)	GO2-13150A	9,877
43.001	Smithsonian Astrophysical Observatory (SAO)	GO3-14150A	16,742
43.001	Smithsonian Astrophysical Observatory (SAO)	SP8-9001 A	2,316
43.001	University of Colorado-Boulder	1549373	51,666
43.001	University of New Hampshire	10-092	119,974
43.001	University of Wyoming	1001478	39,143
43.UNK	Johns Hopkins University	107457	14,645
43.UNK	Regents of the University of Minnesota	X5336545104	120,641
Subtotal			981,968
U.S. National Aeronautics and Space Administration total			4,300,080
U.S. Department of Agriculture:			
Direct awards (10.RD)			286,145
Subagreements:			
10.652	University of Maine	UM-S860	17,068
Subtotal			17,068
U.S. Department of Agriculture total			303,213
Veteran's Administration:			
Direct awards (64.RD, 27.RD)			31,371
Subagreements:			
27.011	Veterans Educ & Resrch Assoc of New England	N/A	7,533
Subtotal			7,533
Veteran's Administration total			38,904
U.S. Department of Commerce:			
Direct awards (11.RD)			212,400
U.S. Department of Commerce total			212,400
U.S. Department of Energy:			
Direct awards (81.RD)			450,382
Subagreements:			
81.000	Battelle	4000115284	1,203,255
81.000	University of New Hampshire	08-028	136,085
81.049	Rutgers the State University	4566 PO #S1646988	18,435
81.113	University of South Florida	2106-1154-00-A	31,599
81.122	University of Illinois	2010-01251-01	235,343
81.UNK	Battelle Energy Alliance, LLC	00123735	177,376
81.UNK	Mascoma Corporation	MASCOMA	436,820
Subtotal			2,238,912
U.S. Department of Energy total			2,689,294
U.S. Department of Homeland Security:			
Direct awards (97.RD)			521,614
Subagreements:			
97.061	University of Texas, El Paso	28-3001-82-61	(692)
Subtotal			(692)
U.S. Department of Homeland Security total			520,922

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

Cluster Title/CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
U.S. Environmental Protection Agency:			
Direct awards (66.RD)			438,529
U.S. Environmental Protection Agency total			<u>438,529</u>
U.S. Department of Education:			
Direct awards (84.RD)			719,661
Subagreements:			
84.133	Boston University	4500001127	5,487
84.133	University of Massachusetts, Worcester	6147298/RFS2013094	1,875
84.UNK	Harvard University	108074-5025571	<u>123,465</u>
Subtotal			<u>130,627</u>
U.S. Department of Education total			<u>850,288</u>
Other direct federal awards:			
45.161	National Endowment for the Humanities	RQ-50470-10	42,565
45.169	National Endowment for the Humanities	HD-51394-11	17,160
45.169	National Endowment for the Humanities	HK-50021-12	<u>(8,870)</u>
Subtotal			<u>50,854</u>
Subagreements:			
15.000	Georgia Institute of Technology	RC051-S4	47,625
15.650	Michigan State University	#125607/RC102549 Dartmouth	5,064
15.UNK	Bureau of Safety and Environmental Enforcement (BSEE)	E12PC00084	63,587
15.UNK	Bureau of Safety and Environmental Enforcement (BSEE)	E12PC00033	134,154
20.UNK	Massachusetts Institute of Technology	5710003653	11,415
96.007	University of Michigan	300251870UM13-07	65,492
96.007	University of Michigan	3002852924UM14-01	16,033
98.UNK	Program for Appropriate Technology in Health (PATH)	AID.1470-08669-CRT	<u>23,849</u>
Subtotal			<u>367,220</u>
Total Research and Development Cluster			<u>129,499,179</u>
Student Financial Assistance Cluster:			
U.S. Department of Education:			
Other direct awards:			
84.007	SEOG FY14	P007A132503	799,883
84.033	FWS FY13	P033A122503	(229)
84.033	FWS FY14	P033A132503	1,037,671
84.063	Pell FY14	P063P131791	<u>2,268,502</u>
Total Student Financial Assistance Cluster			<u>4,105,827</u>
Highway Safety Cluster:			
Subagreements:			
20.600	NH Highway Safety Agency	304-13S-001	16,094
20.600	NH Highway Safety Agency	304-13S-002	30,163
20.600	NH Highway Safety Agency	304-13S-003	20,369
20.600	NH Highway Safety Agency	304-13S-006	4,218
20.600	NH Highway Safety Agency	304-14S-001	53,984
20.600	NH Highway Safety Agency	304-14S-002	102,732
20.600	NH Highway Safety Agency	304-14S-003	12,973
20.600	NH Highway Safety Agency	304-14S-004	32,761
20.600	NH Highway Safety Agency	308-13S-005	4,185
20.600	NH Highway Safety Agency	308-14S-005	<u>9,047</u>
Total Highway Safety Cluster			<u>288,526</u>
Other Sponsored Programs:			
American Recovery and Reinvestment Act:			
93.000	ICF Macro	635243-10S-1587	135,704
93.702	Natl Center for Research Resources (NCRR)	C06RR030432	2,529,853
93.UNK	Booz Allen Hamilton, Inc.	101311S823	<u>199,493</u>
American Recovery and Reinvestment Act total			<u>2,865,050</u>

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
U.S. Department of Health and Human Services:			
Direct awards:			
93.107	Health Resources & Svcs Admin (HRSA)	U77HP03627-09-00	192,186
93.110	Health Resources & Svcs Admin (HRSA)	2 T73MC00024-17-00	832,874
93.127	Health Resources & Svcs Admin (HRSA)	2H33MC06727-08	118,489
93.127	Health Resources & Svcs Admin (HRSA)	H34MC26202	130,630
Subtotal of 93.127			249,119
93.153	Health Resources & Svcs Admin (HRSA)	H12HA24881	454,675
93.243	Substance Abuse & Mental Health Services Admin	U79SM057261	37,693
93.249	Health Resources & Svcs Admin (HRSA)	UB6HP20157	349,929
93.398	Nat'l Cancer Institute (NCI)	1F31CA177203	41,418
93.398	Nat'l Cancer Institute (NCI)	5F30CA168079-02	6,326
93.398	Nat'l Cancer Institute (NCI)	F30CA168079	31,984
93.398	Nat'l Cancer Institute (NCI)	F32CA144579	26,085
Subtotal of 93.398			105,813
93.610	Centers for Medicare and Medicaid Services	1C1CMS331029-01-00	8,795,716
93.652	Administration for Children and Families	90CO1099	642,130
93.847	Nat'l Inst of Diabetes & Digest & Kidney (NIDDK)	F30DK094540	47,756
93.853	Nat'l Inst of Neurological Disord & Stroke (NINDS)	F31NS077537	38,780
93.853	Nat'l Inst of Neurological Disord & Stroke (NINDS)	F320NS064637	(1)
Subtotal of 93.853			38,779
93.855	Nat'l Inst of Allergy & Infectious Diseases (NIAID)	R13AI106495	1,898
93.867	National Eye Institute (NEI)	F32EY023165	50,176
93.918	Health Resources & Svcs Admin (HRSA)	H76HA00812	389,466
93.928	Health Resources & Svcs Admin (HRSA)	H97HA25006	54,982
93.969	Health Resources & Svcs Admin (HRSA)	UB4HP19206	479,024
93.989	John E. Fogarty International Center (FIC)	D43TWO06807	307,683
93.989	John E. Fogarty International Center (FIC)	D43TWO09573	153,008
93.989	John E. Fogarty International Center (FIC)	R25TWO07693	210,398
Subtotal of 93.989			671,089
93.UNK	Health Resources & Svcs Admin (HRSA) (Non LOC)	HSSH250201200022C	360,574
93.UNK	Nat'l Library of Medicine (NLM)	HHSN276201300129P	9,091
Subtotal			13,742,871
Subagreements:			
93.000	NH Div of Public Health Services	1026040	27,139
93.000	NH Div of Public Health Services	SFY2013	(1,401)
Subtotal of 93.000			25,738
93.067	Les Centres Gheskio	N/A	22,393
93.067	Les Centres Gheskio	N/A	61,588
Subtotal of 93.067			83,981
93.069	NH Div of Public Health Services	SFY 2012-2013	3,759
93.070	NH Department of Environmental Services	03-44-44-442010-2047-102.5	44,254
93.110	Mount Sinai School of Medicine	0253-6541-4609	(386)
93.136	NH Dept of Health & Human Services	90004015	(12,882)
93.136	NH Dept of Health & Human Services	90004015-REV	17,656
Subtotal of 93.136			4,774
93.145	University of Massachusetts Memorial Medical Ctr	6144040-ETC-06	(1)
93.145	University of Massachusetts Memorial Medical Ctr	WA00120885-ETC08	61,688
Subtotal of 93.145			61,687
93.283	NH Dept of Health & Human Services	711472-09	1,446
93.283	NH Div of Public Health Services	1017170	36,709
93.283	NH Div of Public Health Services	FY14	232,444
93.283	NH Div of Public Health Services	N/A	633,499
Subtotal of 93.283			904,098

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
93.361	Women & Infants Hospital	9613	10,800
93.652	NH Dept of Health & Human Services	N/A	129,946
93.865	Women & Infants Hospital	9613	10
93.889	NH Div of Public Health Services	SFY 2011	(2,448)
93.889	NH Div of Public Health Services	STNHFY14	113,416
Subtotal of 93.889			<u>110,968</u>
93.989	Les Centres Gheskio	N/A	33,736
93.994	NH Div of Public Health Services	1003160	(1,298)
93.UNK	National Rural Health Association	N/A	(537)
93.UNK	NH Dept of Health & Human Services	1021329	1,041,071
93.UNK	North Country Health Consortium (NCHC)	N/A	3,999
Subtotal			<u>2,456,600</u>
U.S. Department of Health and Human Services total			<u>16,199,571</u>
National Science Foundation:			
Direct awards:			
47.070	National Science Foundation (NSF)	IIS-1228475	344
47.076	National Science Foundation (NSF)	DGE-0801490	346,850
47.076	National Science Foundation (NSF)	DGE-0947790	586,082
47.076	National Science Foundation (NSF)	DRL-1010577	493,623
47.078	National Science Foundation (NSF)	DUE-0941836	14,906
Subtotal of 47.076			<u>1,441,461</u>
Subtotal			<u>1,441,805</u>
Subagreements:			
47.076	Community College System of New Hampshire	NSF DUE-1104106	50,268
National Science Foundation total			<u>1,492,073</u>
U.S. National Aeronautics and Space Administration:			
Direct awards:			
43.001	NASA Goddard Space Flight Center	NNX12AK60H	28,999
43.008	NASA Goddard Space Flight Center	NNX10AL81H	1,414
Subtotal			<u>28,413</u>
Subagreements:			
43.000	University of New Hampshire	11-015	182,867
Subtotal			<u>182,867</u>
U.S. National Aeronautics & Space Administration total			<u>211,280</u>
Veteran's Administration:			
Direct awards:			
27.011	Department of Veterans Affairs	VA241-12-C-0132	23,153
27.011	Department of Veterans Affairs	VA241-13-C-0196	82,650
27.011	Department of Veterans Affairs	VA741-13-C-0011	480,806
27.011	VA Maryland Health Care System	PO#1:512D67099	(8,144)
27.011	White River Junction VA Medical Center	405-C37383	7,278
27.011	White River Junction VA Medical Center	405C37411	18,438
27.011	White River Junction VA Medical Center	405-C37421	9,821
27.011	White River Junction VA Medical Center	405-C47317	5,269
27.011	White River Junction VA Medical Center	405C47319	31,943
27.011	White River Junction VA Medical Center	405-C47344	52,633
27.011	White River Junction VA Medical Center	405D37004	12,829
27.011	White River Junction VA Medical Center	405-D37005	42,961
27.011	White River Junction VA Medical Center	405-D47003	9,773
27.011	White River Junction VA Medical Center	N/A	16,487
27.011	White River Junction VA Medical Center	V0024IP-00100	3,963
27.011	White River Junction VA Medical Center	VA105-C00462	2,725
Subtotal of 27.011			<u>792,562</u>
Subagreements:			
27.011	Veterans Educ & Resrch Assoc of New England	N/A	149,103
Subtotal			<u>149,103</u>
Veteran's Administration total			<u>941,685</u>

The accompanying notes are an integral part of this schedule.

Dartmouth College
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

CFDA Number	Federal Grantor/Pass-through Grantor/Program	Award Number/Pass-through Identification Number	Federal Expenditures
U.S. Department of Defense:			
Direct awards:			
12.901	National Security Agency (NSA)	H98230-12-1-0293	3,735
	Subtotal		<u>3,735</u>
Subagreements:			
12.431	University of Illinois	2013-00635-01 (A0342)	12,101
	Subtotal		<u>12,101</u>
	U.S. Department of Defense total		<u>15,836</u>
U.S. Department of Agriculture:			
Direct awards:			
10.914	Natural Resources Conservation Service (NON-LOC)	811428130GK	17,477
10.UNK	Natural Resources Conservation Service (NON-LOC)	EOIP 2008 741428130C4	9,062
	Subtotal		<u>26,539</u>
Subagreements:			
10.914	Natural Resources Conservation Service	721428070BP	38,090
	U.S. Department of Agriculture total		<u>64,629</u>
U.S. Department of Education:			
Direct awards:			
84.133A	Department of Education	H133A120164	444,962
84.200	Department of Education	P200A100031	25,248
84.200A	Department of Education	P200A120038	238,576
84.200A	Department of Education	P200A120041	229,348
84.200A	Department of Education	P200A120042	150,261
84.200A	Department of Education	P200A120087	143,713
	Subtotal of 84.200A		<u>761,898</u>
	U.S. Department of Education total		<u>1,232,108</u>
National Endowment for the Arts:			
Direct awards:			
45.169	National Endowment for the Humanities	HK-50021-12	142,917
45.024	National Endowment for the Arts (NEA)	13-5400-7069	34,525
45.024	National Endowment for the Arts (NEA)	14-5400-7038	26,066
	Subtotal of 45.024		<u>60,591</u>
45.301	Institute of Museum and Library Services	MA-30-13-0480-13	27,096
	Subtotal		<u>230,604</u>
Subagreements:			
45.025	New England Foundation for the Arts	13-26181	5,000
45.025	New England Foundation for the Arts	13-26226	7,500
45.025	New England Foundation for the Arts	13-26228	9,000
45.025	New England Foundation for the Arts	13-26232	8,500
	Subtotal of 45.025		<u>30,000</u>
	National Endowment for the Arts total		<u>260,604</u>
Other Federal Agencies:			
Direct awards:			
99.000	Tennessee Valley Authority	5462	120,510
	Subtotal		<u>120,510</u>
Subagreements:			
97.067	NH Div of Public Health Services	NNEMMRS	164
98.UNK	Program for Appropriate Technology in Health (PATH)	GAT.1387-05810-CRT	6,945
19.UNK	IREX	FY14-YALI-Dartmouth-01	59,180
98.UNK	University Research Co., LLC	FY11-A08-7500	82,608
98.UNK	Republic of Rwanda Ministry of Health	N/A	850,005
	Subtotal		<u>996,902</u>
	Other Federal Agencies total		<u>1,119,412</u>
	Total Other Sponsored Programs		<u>24,402,247</u>
	Grand Total		<u>\$ 158,293,780</u>

The accompanying notes are an integral part of this schedule.

Dartmouth College
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") summarizes the expenditures of Dartmouth College (the "College" or "Dartmouth") under federal government programs for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. Negative amounts on the Schedule represent adjustments to expenditures reported in the prior year. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

For purposes of the Schedule, federal awards include all grants, contracts, and similar agreements entered into directly between the College and agencies and departments of the federal government and all subawards to the College by nonfederal organizations pursuant to federal grants, contracts, and similar agreements.

2. Summary of Significant Accounting Policies for Federal Award Expenditures

Expenditures for direct and indirect costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in the OMB Circular A-21, *Cost Principles for Educational Institutions*, and the regulations of the specific programs. Under those cost principles, certain types of expenditures are not allowable or are limited as to reimbursement.

3. Facilities and Administrative Costs

Dartmouth recovers facilities and administrative (F&A) costs associated with research and development pursuant to arrangements negotiated with the Department of Health and Human Services (DHHS). Dartmouth submitted an F&A cost proposal in the fall of 2011 for negotiated F&A rates that became effective July 1, 2011. Dartmouth's F&A cost rate for fiscal year 2014 is 62% for on-campus research.

4. Federal Student Loan Programs

Loans made to eligible students and parents under federal student loan programs during the year ended June 30, 2014 are not included in the Schedule, and are summarized as follows:

Title IV Program Federal Perkins Loan Program (Perkins)	\$ 4,103,992
Federal Direct Student Loans	<u>27,898,475</u>
	<u>\$ 32,002,467</u>

Federal direct loans are issued by the U.S. Department of Education directly to students and their parents. The balances and transactions relating to these loans are not included in Dartmouth's financial statements.

The Perkins loans are administered and serviced directly by Dartmouth. The Perkins Loan Program principal cancelled for the year ended June 30, 2014 is \$60,892. In addition, Dartmouth continues to service Health Education Assistance Loans (HEAL) which were issued in previous years. Balances and transactions relating to these loans are included in Dartmouth's financial statements.

Dartmouth College
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

The balances outstanding on these loans at June 30, 2014 are as follows:

Perkins	\$ 23,062,692
HEAL	<u>176,515</u>
	<u>\$ 23,239,207</u>

For the year ended June 30, 2014, Dartmouth claimed \$275,593 in administrative cost allowances related to its student financial assistance programs, which are not included in the Schedule.

5. Pass-Through Awards

For the year ended June 30, 2014, Dartmouth received awards directly and from federal agencies, which were passed through to suprecipients. The amounts passed through are as follows:

Research and development	\$ 18,419,466
Other	<u>6,359,791</u>
	<u>\$ 24,779,257</u>

These amounts are included in the total expenditures shown on the Schedule.



**Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Trustees of Dartmouth College:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Dartmouth College (the "College"), which comprise the statement of financial position as of June 30, 2014, and the related statement of activities, operating expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 20, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the College's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control. Accordingly, we do not express an opinion on the effectiveness of the College's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Compliance and Other Matters

As part of obtaining reasonable assurance about whether the College's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the College's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the College's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PricewaterhouseCoopers LLP

Boston, Massachusetts
October 20, 2014



**Independent Auditor's Report on Compliance with Requirements
That Could Have a Direct and Material Effect on Each Major Program and on Internal
Control Over Compliance in Accordance with OMB Circular A-133**

To the Board of Trustees of Dartmouth College:

Report on Compliance for Each Major Federal Program

We have audited Dartmouth College's (the "College") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the College's major federal programs for the year ended June 30, 2014. The College's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the College's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the College's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the College's compliance.



Opinion on Each Major Federal Program

In our opinion, the College complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Other Matters

The results of our auditing procedures disclosed two instances of noncompliance, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2014-001 and 2014-002. Our opinion on each major federal program is not modified with respect to this matter.

The College's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The College's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the College is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the College's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the College's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material



weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

PricewaterhouseCoopers LLP

Boston, Massachusetts
March 26, 2015

Dartmouth College
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes ___x___ no
- Significant deficiency(s) identified that are not considered to be material weakness(es)? _____ yes ___x___ none reported
- Noncompliance material to financial statements noted? _____ yes ___x___ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes ___x___ no
- Significant deficiency(s) identified that are not considered to be material weaknesses? _____ yes ___x___ none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133? ___x___ yes _____ no

Identification of Major Programs:

CFDA Number(s)	Name of Federal Program or Cluster
Various 93.610 93.702	Research and Development Cluster Centers for Medicare and Medicaid Services Nat'l Center for Research Resources (NCRR)

Dollar threshold used to distinguish between type A and type B programs: \$3,000,000

Auditee qualified as low-risk auditee? _____ yes ___x___ no

2. Findings Relating to the Financial Statements Reported in Accordance with *Government Auditing Standards*

None noted.

Dartmouth College
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

3. Federal Award Findings and Questioned Costs

Finding 2014-001

Research and Development Cluster

Grantor: National Cancer Institute, Tufts University and Office of the Director

Grant Name: Effectors Myc Function, Leaders YR31 S4, NCCC Core, Invasive Behavior,
Mechanistic Analysis and Orbitrap

CFDA Number: 93.393, 93.859 and 93.351

Award Year: July 1, 2013 - June 30, 2014

Criteria

Institutions of higher education, hospitals, and other non-profit organizations shall follow the provisions of OMB Circular A-110. OMB Circular A-110 requires that equipment be used in the program for which it was acquired or, when appropriate, other Federal programs. Equipment records shall be maintained, a physical inventory of equipment shall be taken at least once every two years and reconciled to the equipment records, an appropriate control system shall be used to safeguard equipment, and equipment shall be adequately maintained.

Condition

Throughout testing of equipment inventory, we noted three departments had not completed their physical inventory counts within the two year requirement as of June 30, 2014.

Questioned Cost

None noted.

Cause

The cause of this noncompliance is due to the implementation of a new fixed assets system during fiscal 2014. The College had technical issues with the new radio frequency identification tags (RFID); these tags were intended to assist in performing equipment inventories, however, the RFIDs were not ready for use. As the College tracks equipment inventories on a departmental basis, the inventory is not completed until all items within that department are inspected. Due to this policy, the inventory was not completed within the two year requirement. All required inventories have been completed to date.

Effect

Federally funded equipment could be sold, transferred or disposed of without the knowledge of the College.

Recommendation

We recommend that the College implement the necessary policies and procedures to ensure that all departments that have federally funded equipment perform a physical inventory within the two year requirement.

Management's Views and Corrective Action Plan

Management's views and corrective action plan is included at the end of this report after the summary schedule of prior audit findings.

Dartmouth College
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

Finding 2014-002

Other Sponsored Programs

Grantor: Department of Health and Human Services

Grant Name: The high value healthcare collaborative: engaging patients to meet the triple aim

CFDA Number: 93.610

Award Year: July 1, 2013 – June 30, 2014

Criteria

Institutions of higher education, hospitals, and other non-profit organizations shall follow the provisions of OMB Circular A-110. OMB Circular A-110 requires that cost transfers occur within a reasonable time after the original charge (defined by institutional policy or federal regulation).

Condition Found and Perspective

During fiscal year 2014, there were 52 wage related cost transfers and 25 non-wage related cost transfers for a total of 77 transfers for this award. Of the 25 non-wage related cost transfers performed during fiscal year 2014, we selected four for testing from this award and did not note any exceptions. Of the 52 wage transfers for this award, none were selected for review. However, management brought to our attention that during fiscal year 2014, six employees' labor allocations were adjusted incorrectly and outside the time period required for compliance with Dartmouth's wage transfer policy. This policy states that wage transfers should be completed within 90 days of the original charge. Although the adjustments were not in compliance with Dartmouth's policy, the costs were determined to be allowable. The impact to fiscal year 2014 was removal of \$49,000 of salary and fringe benefit costs (from a total of \$1.2 million for the award).

Questioned Costs

None noted.

Cause

The cause of this noncompliance was a misunderstanding of Dartmouth's policy by the grant manager.

Effect

The costs associated with a grant could be over/under stated.

Recommendation

We recommend that Dartmouth reiterate the importance of its policies and procedures around cost transfers to grant managers and principal investigators in order to ensure there is an understanding of the impact when such policies and procedures are not followed.

Management's Views and Corrective Action Plan

Management's views and corrective action plan is included at the end of this report after the summary schedule of prior audit findings and status.

Dartmouth College
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2014

Finding 2013-1

Research and Development Cluster

Grantor: National Science Foundation and Department of Defense

Award #: CNS-1205521, W911NF-12-1-0607, AST-1211384 and BCS-1222531

CFDA Number: 47.070, 12.431, 47.049 and 97.075

Award Year: July 1, 2012 - June 30, 2013

Condition

During the other auditor's testing over equipment, they noted there are 43 departmental units with equipment purchased through federal grants. The other auditor noted that 6 of the 43 departments had not completed and reconciled their physical inventory within the two year requirement.

Recommendation

The other auditor's recommended that Dartmouth implement the necessary policies and procedures to ensure that all departments that received federal funds to purchase equipment have a physical inventory performed every two years.

Status

Dartmouth College implemented Oracle's Fixed Assets module for tracking assets in November 2013. A second phase of the project scheduled to be completed in fiscal year 2014 was to implement a radio frequency identification tag (RFID) system to assist in performing the equipment inventories. Due to technical issues, the system didn't go live until October 2014. As part of the system implementations, Dartmouth's policies, procedures and training materials have been updated to improve compliance with biennial inventory requirements. Although a similar finding was identified in fiscal 2014, the College has shown improvement as a result of the system implementation with all inventories being completed. The inventories were not completed, however, within the required two year period. Refer to the current year finding for more information.



Dartmouth College

Procurement Services • 7 Lebanon Street • Suite 313 • Hanover • New Hampshire • 03755
Tel: (603) 646-2811 • Fax: (603) 646-3810 • E-mail: procurement.services@dartmouth.edu

November 18, 2014

To Whom It May Concern:

Re: A-133 Audit Findings on Equipment Inventories

Dartmouth's Management Response: Dartmouth College implemented Oracle's Fixed Assets module for tracking assets in November 2013. A second phase of the project scheduled to be completed in fiscal year 2014 was to implement a radio frequency identification tag (RFID) system to assist in performing the equipment inventories. Due to technical issues, the system didn't go live until October 2014. As part of the system implementations, our policies, procedures and training materials have been updated to improve compliance with biennial inventory requirements.

Thanks,

Tammy L. Moffatt
Director of Procurement, Payables and Inventory



Dartmouth College

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

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

March 23, 2015

To Whom it May Concern:

Re: A-133 Audit Finding on Transfers

Dartmouth's Management Response: Management notified the auditors when the policy exceptions were discovered. Charges in question represent actual work performed on the grant but were not charged timely in accordance with Dartmouth College policy. Dartmouth has informed the funding agency and will correct all charges to the grant that were not processed in compliance with our wage transfer policy. The department in question is receiving training from the Office of Sponsored Projects on appropriate processes related to labor charges.

Jill Mortali
Director, Office of Sponsored Projects

Board of Trustees

Emily B. Bakemeir '82	Charter Trustee
Gail K. Boudreaux '82	Charter Trustee
R. William Burgess, Jr. '81	Charter Trustee
James G. Coulter '82	Charter Trustee
Denise M. Dupre '80	Charter Trustee
Gregg L. Engles '79	Charter Trustee
Nathaniel C. Fick '99	Alumni Trustee
Annette Gordon-Reed '81	Charter Trustee
Philip J. Hanlon '77	Past President
Margaret Hassan	Governor of NH
William W. Helman IV '80	<i>Elected Chair 2014</i>
David C. Hodgson '78	Charter Trustee
Jeffrey R. Immelt '78	Charter Trustee
Richard H. Kimball '78	Alumni Trustee
Morton M. Kondracke '60	Alumni Trustee
Mitchell H. Kurz '73	Alumni Trustee
Gregory B. Maffei '82	Charter Trustee
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John B. Replogle '88	Alumni Trustee
John A. Rich '80	Charter Trustee
Laurel J. Richie '81	Charter Trustee
Steven Roth '62 Tuck '63	Charter Trustee
Peggy Epstein Tanner '79	Charter Trustee
Diane L. Taylor '77	Charter Trustee
Benjamin F. Wilson '73	Alumni Trustee

SJM



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

25 MTJ

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
Commissioner

June 17, 2014

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

SOLE SOURCE

Requested Action

100% General funds

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a sole source amendment to an existing agreement , purchase order 1016566, with the Trustees of Dartmouth College, 11 Rope Ferry Road, Hanover, New Hampshire 03755-1404, vendor number 90598, to provide a developmental services interdisciplinary clinic teams by increasing the price limitation by \$236,290.44, from \$37,694,067.24 to an amount not to exceed \$37,930,357.68 effective date of the Governor and Executive Council approval through June 30, 2016. There is no change to the original end date of June 30, 2016. This agreement was originally approved by the Governor and Executive Council on June 22, 2011, item number 111.

Funds are available in the following accounts in State Fiscal Year 2015 and anticipated to be available in State Fiscal Year 2016 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts between fiscal years if needed and justified.

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICE GRANTS-SHIP

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$12,562.00	\$0	\$12,562.00
SFY 2013	102-500731	Contracts for Program Services	13,013.00	0	13,013.00
SFY 2014	102-500731	Contracts for Program Services	13,480.25	0	13,480.25
SFY 2015	102-500731	Contracts for Program Services	13,964.32	0	13,964.32
SFY 2016	102-500731	Contracts for Program Services	<u>14,465.79</u>	<u>0</u>	<u>14,465.79</u>
		Subtotal:	\$67,485.36	\$0	\$67,485.36

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$299,097.88	\$0	\$299,097.88
SFY 2013	102-500731	Contracts for Program Services	<u>301,285.06</u>	0	<u>301,285.06</u>
		Subtotal:	\$600,382.94	\$0	\$600,382.94

05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS. PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2014	102-500731	Contracts for Program Services	\$451,056.52	0	\$451,056.52
SFY 2015	102-500731	Contracts for Program Services	463,276.77	0	463,276.77
SFY 2016	102-500731	Contracts for Program Services	<u>475,826.35</u>	<u>0</u>	<u>475,826.35</u>
		Subtotal:	\$1,390,159.64	\$0	\$1,390,159.64

05-95-41-4120010-5813 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: JUVENILE JUSTICE SERV, OFFICE OF THE DIRECTOR, HEALTH SERVICES

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	101-500730	Medical Payments to Provider	\$307,747.00	\$0	\$307,747.00
SFY 2013	101-500730	Medical Payments to Provider	<u>330,074.25</u>	0	<u>330,074.25</u>
		Subtotal:	\$637,821.25	\$0	\$637,821.25

05-95-42-421510-7915 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, SUNUNU YOUTH SERVICE CENTER, HEALTH SERVICES

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2014	101-500730	Medical Payments to Provider	\$341,808.62	0	\$341,808.62
SFY 2015	101-500730	Medical Payments to Provider	353,964.34	0	353,964.34
SFY 2016	101-500730	Medical Payments to Provider	<u>366,556.12</u>	<u>0</u>	<u>366,556.12</u>
		Subtotal:	\$1,062,329.08	\$0	\$1,062,329.08

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$5,690,092.83	\$0	\$5,690,092.83
SFY 2013	102-500731	Contracts for Program Services	6,106,617.31	0	6,106,617.31
SFY 2014	102-500731	Contracts for Program Services	6,900,091.67	0	6,900,091.67
SFY 2015	102-500731	Contracts for Program Services	7,151,901.22	0	7,151,901.22
SFY 2016	102-500731	Contracts for Program Services	<u>7,412,673.59</u>	<u>0</u>	<u>7,412,673.59</u>
		Subtotal:	\$33,261,376.62	\$0	\$33,261,376.62

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	561-500911	Specialty Clinics	\$28,499.00	\$0	\$28,499.00
SFY 2013	561-500911	Specialty Clinics	28,499.00	0	28,499.00
SFY 2014	561-500911	Specialty Clinics	30,000.00	0	30,000.00
SFY 2015	561-500911	Specialty Clinics	30,000.00	0	30,000.00
SFY 2016	561-500911	Specialty Clinics	<u>30,000.00</u>	<u>0</u>	<u>30,000.00</u>
		Subtotal:	\$146,998.00	\$0	\$146,998.00

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$82,129.80	\$0	\$82,129.80
SFY 2013	102-500731	Contracts for Program Services	20,661.20	0	20,661.20
SFY 2014	102-500731	Contracts for Program Services	106,394.34	0	106,394.34
SFY 2015	102-500731	Contracts for Program Services	110,944.58	0	110,944.58
SFY 2016	102-500731	Contracts for Program Services	<u>115,658.43</u>	<u>0</u>	<u>115,658.43</u>
		Subtotal:	\$435,788.35	\$0	\$435,788.35

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$0	\$0	\$0
SFY 2013	102-500731	Contracts for Program Services	17,564.00	0	17,564.00
SFY 2014	102-500731	Contracts for Program Services	0	0	0
SFY 2015	102-500731	Contracts for Program Services	0	115,968.16	115,968.16
SFY 2016	102-500731	Contracts for Program Services	<u>0</u>	<u>120,322.28</u>	<u>120,322.28</u>
		Subtotal:	\$17,564.00	\$236,290.44	\$253,854.44

05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVICE

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2012	102-500731	Contracts for Program Services	\$8,884.00	\$0	\$8,884.00
SFY 2013	102-500731	Contracts for Program Services	65,278.00	0	65,278.00
SFY 2014	102-500731	Contracts for Program Services	0	0	0
SFY 2015	102-500731	Contracts for Program Services	0	0	0
SFY 2016	102-500731	Contracts for Program Services	<u>0</u>	<u>0</u>	<u>0</u>
		Subtotal:	\$74,162.00	\$0	\$74,162.00
		Total:	<u>\$37,694,067.24</u>	<u>\$236,290.44</u>	<u>\$37,930,357.68</u>

Explanation

This is a sole source request to amend the current Agreement with the Trustees of Dartmouth College to provide an interdisciplinary clinic team that will perform critical evaluations for adults and children with developmental disabilities or acquired brain injuries. The Trustees of Dartmouth College is the only in-state facility with the required specialty clinical resources to support this project.

A number of individuals served through the New Hampshire's Area Agency system have unique and very complex psychiatric and behavioral needs. Addressing those needs typically requires comprehensive and in-depth evaluations in order to develop and implement appropriate and effective treatment strategies. In the past, such assessments were done at the Neuropsychological Unit of the New Hampshire Hospital. However, with the closing of that unit in 2009 individuals have been referred to out-of-state clinics for assessments. This request is intended to create the much-needed clinical resources within the State of New Hampshire.

The interdisciplinary clinic team will provide a comprehensive understanding of the individual's psychiatric and behavioral needs and will focus on biological/environmental factors and their interaction that contribute to the person's challenges and strengths. The clinics will generate in-depth report with recommendations that can be utilized by the Systemic - Therapeutic - Assessment - Respite - and Treatment coordinators, area agency and medical providers to provide the best quality of care for each person. The clinics will serve as one point of access to a team of expert providers to reduce the number of medical and multiple appointments and eliminate the need to travel to out-of-state appointments.

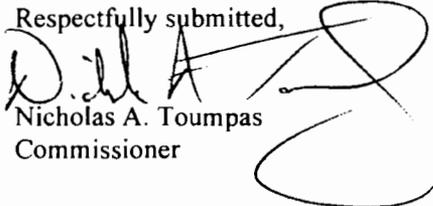
The interdisciplinary clinic team will convene two times per month, separately, with one adult and one child for a total of 12 adults and 12 children per year.

Should the Governor and Executive Council determine not to approve this request, the State would need to continue with its current practice of referring individuals to out-of-state clinics for comprehensive psychiatric and behavioral evaluations at a generally higher cost than the proposed in-state clinics.

Area served: statewide.

Source of funds: 100% general funds.

Respectfully submitted,


Nicholas A. Toumpas
Commissioner



State of New Hampshire, Department of Health and Human Services
Trustees of Dartmouth College, Contract Amendment #1

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Trustees of Dartmouth College Contract

This first Amendment to the Trustees of Dartmouth College contract (hereinafter referred to as "Amendment #1") dated this 17th day of June 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Trustees of Dartmouth College (hereinafter referred to as "the Contractor"), a special corporate charter granted by the British Crown on December 13, 1769 and existing under the laws of the State of New Hampshire, with a place of business at 11 Rope Ferry Road, Hanover, New Hampshire 03755-1404.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011 (item # 111), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties with the approval of the Governor and Executive Council; and

WHEREAS the Department and the Contractor agree to amend the contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- 1) Form P-37, General Provisions, item 1.8 to read:
\$37,930,357.68;
- 2) Add paragraphs 5.6 and 5.7 to Exhibit A;
- 3) Delete Exhibit B and replace with Exhibit B Amendment #1; and
- 4) Add Exhibit B-1.5.

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State of New Hampshire, Department of Health and Human Services
Trustees of Dartmouth College, Contract Amendment #1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/19/14
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

Trustees of Dartmouth College

6/18/14
Date

Christine Bothe
Name and Title
Christine Bothe
Associate Director
Office of Sponsored Projects

Acknowledgement:

State of New Hampshire County of Grafton on 6/18/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Heather A. Arnold
Name and Title of Notary or Justice of the Peace

HEATHER A. ARNOLD
Notary Public - New Hampshire
My Commission Expires August 10, 2016

Contractor's Initials: cb
Date: 6/18/14



State of New Hampshire, Department of Health and Human Services
Trustees of Dartmouth College, Contract Amendment #1

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

June 19, 2014
Date

Michael K. Brown
Name: Michael K. Brown
Title: Sen. Assist. A.G.

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor's Initials: cb
Date: 6/18/14



Scope of Services

5.6. Bureau of Development Services (BDS): Adult Developmental Services Interdisciplinary Clinic Team.

5.6.1. The Contractor will provide an Interdisciplinary Clinic Team for Adults as follows:

5.6.1.1. The Contractor shall accept adults being referred from the Area Agencies needing this service. Should the number of referrals exceed the number of clients able to be seen, then the Contractor shall prioritize clients based on the most immediate need and critical situation.

5.6.1.2. The Contractor shall support the goal of this interdisciplinary clinic team by providing high quality interdisciplinary evaluations to adults with developmental disabilities and acquired brain injuries. The Contractor shall provide a comprehensive understanding of the client and will focus on biological / environmental factors and their interaction that contribute to the person's challenges and strengths. The Contractor shall generate one comprehensive report with recommendations that can be utilized by the Systemic - Therapeutic - Assessment - Respite - and Treatment (START) coordinators, area agency and medical providers to provide the best quality of care for each person. The Contractor will serve as one point of access to a team of expert providers to reduce each client's number of medical appointments and reduce each client's need to travel to multiple appointments.

5.6.1.3. The contractor shall convene the interdisciplinary clinic team one time per month and shall conduct a face-to-face appointment with one client per month, for a total of 12 clients per year. The interdisciplinary clinic team meetings and face-to-face client appointments shall take place at the Dartmouth Hitchcock Medical Center. The Contractor shall review all previous records of each client prior to each face-to-face appointment. The Contractor's interdisciplinary clinic team of providers shall meet with the client and the client's team of caregivers as part of the evaluation to obtain history / concerns and examine the client. After meeting and examining the client, the interdisciplinary clinic team shall meet to discuss recommendations. The interdisciplinary team shall generate a comprehensive report regarding the visit and recommendations. The report shall be made available within 15 business days from the date of the last meeting of the interdisciplinary clinic team.

5.6.1.4. The Contractor shall have the client or the client's authorized representative sign a release form identifying the parties to whom the contractor may distribute the comprehensive reports.

5.6.2. The Contractor shall ensure the clinic team members include, but are not limited to:

5.6.2.1. Psychiatrist (0.10 FTE): The psychiatrist will serve as the clinic director, coordinating the team / providers involved in this clinic. The psychiatrist will conduct a comprehensive psychiatric examination; including reviewing the client's entire past psychiatric treatment and medical history. The psychiatrist will make recommendations as part of the comprehensive report regarding evidence based treatment for optimal care for each client.

5.6.2.2. Neuropsychologist (0.05 FTE): The neuropsychologist will review all past psychiatric, medical records, neuropsychological testing and behavioral incidents. The neuropsychologist will document their recommendations as part of the comprehensive report. The neuropsychologist will supervise the neuropsychology



State of New Hampshire, Department of Health and Human Services
Exhibit A

fellow and will oversee the documentation of historical information regarding the client.

- 5.6.2.3. Neuropsychology fellow (0.05 FTE): The neuropsychology fellow review all past medical, past psychiatric records, neuropsychological testing, behavioral incidents and document pertinent historical information regarding each person as part of the comprehensive report.
- 5.6.2.4. Neurologist (0.025 FTE): The neurologist will review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report.
- 5.6.2.5. Primary care physician (0.025 FTE): The primary care physician will review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report.
- 5.6.2.6. Occupational Therapist (0.025 FTE): The occupational therapist will review past medical records, conduct an occupational therapy evaluation, document their findings and recommendations as part of the comprehensive report.
- 5.6.2.7. Administrative Support (0.025 FTE): The administrative support will schedule the appointment, review received documents and checklist of requested documents, copy records for providers and fax completed reports.

5.7. Bureau of Developmental Services (BDS) Child Developmental Services Interdisciplinary Clinic Team

5.7.1. The Contractor shall provide an Interdisciplinary Clinic Team for Children as follows:

- 5.7.1.1. The Contractor shall accept children being referred from the Area Agencies needing this service. Should the number of referrals exceed the number of clients able to be seen, then the Contractor shall prioritize clients based on the most immediate need and critical situation.
- 5.7.1.2. The Contractor shall support the goal of an interdisciplinary clinic team by providing high quality interdisciplinary evaluations to children and adolescents with developmental disabilities. The Contractor shall provide a comprehensive understanding of the child with a focus on biological / environmental factors and their interaction that contribute to a child's challenges and strengths. The Contractor shall generate one comprehensive report with recommendations that can be utilized by the Systemic - Therapeutic - Assessment - Respite - and Treatment (START) coordinators, area agency and medical providers in order to provide the best quality care for each child. The Contractor will serve as the single point of access to a team of expert providers in order to reduce each client's number of medical appointments and reduce each client's need to travel to multiple appointments.
- 5.7.1.3. The Contractor will convene the interdisciplinary clinic team one time per month and shall conduct a face-to-face appointment with one client per month, for a total of 12 client appointments per year.) The interdisciplinary clinic team meetings and face-to-face client appointments shall take place at Dartmouth Hitchcock Medical Center. The Contractor shall review all previous records prior to each client's appointment. The interdisciplinary clinic team of providers will meet with the client and the client's team of caregivers as part of the evaluation to obtain history / concerns and examine the client. After meeting and examining the client, the interdisciplinary clinic team will meet to discuss recommendations. The interdisciplinary clinic team



State of New Hampshire, Department of Health and Human Services
Exhibit A

shall generate a comprehensive report regarding the client's appointment and resulting team recommendations. The report shall be made available within 15 business days from the date of the last meeting of the interdisciplinary clinic team.

- 5.7.1.4. The Contractor shall have the client or the client's authorized representative sign a release form identifying the parties to whom the contractor may distribute the comprehensive reports.
- 5.7.2. The Contractor shall ensure the clinic team members include, but are not limited to:
 - 5.7.2.1. Child Psychiatrist (0.10 FTE): The psychiatrist will serve as the clinic director, coordinating the team / providers involved in this clinic. The psychiatrist will conduct a comprehensive psychiatric examination, including reviewing the client's entire past psychiatric treatment history. The psychiatrist will make recommendations as part of the comprehensive report regarding evidence based treatment for optimal care for each patient.
 - 5.7.2.2. Neuropsychologist (0.05 FTE): The neuropsychologist will review all past medical records, neuropsychological testing, behavioral incidents; document their recommendations as part of the comprehensive report. The neuropsychologist will supervise the neuropsychology fellow and will oversee writing the historical information regarding the child.
 - 5.7.2.3. Neuropsychology fellow (0.05 FTE): The neuropsychology fellow will review all past medical records, neuropsychological testing, behavioral incidents and document pertinent historical information regarding each person as part of the comprehensive report.
 - 5.7.2.4. Neurologist (0.025 FTE): The neurologist will review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report.
 - 5.7.2.5. Primary care physician (0.025 FTE): The primary care physician will review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report.
 - 5.7.2.6. Occupational Therapist (0.025 FTE): The occupational therapist will review past medical records, conduct an occupational therapy evaluation, document their findings and recommendations as part of the comprehensive report.
 - 5.7.2.7. Administrative Support (0.025 FTE): The administrative support will schedule the appointment, review received documents and checklist of requested documents, copy records for providers and fax completed reports.



Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (Form P-37) for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Each monthly invoice must distinctly identify and differentiate the expense components as charged to each of the seven (7) DHHS Bureaus for which services are provided as follows:

New Hampshire Hospital
Office of Medicaid Business and Policy
Bureau of Behavioral Health
Bureau of Elderly and Adult Services
Bureau of Developmental Services
Division of Juvenile Justice Services
Glenclyff Home

The authorized costs and expense components pursuant to this Agreement are identified in the following

Exhibits:
Exhibit B-1
Exhibit B-1.1
Exhibit B-1.2
Exhibit B-1.3
Exhibit B-1.4
Exhibit B-1.5
Exhibit B-1.51
Exhibit B-2
Exhibit B-2.1
Exhibit B-2.2
Exhibit B-2.3
Exhibit B-2.4
Exhibit B-2.5

Exhibit B-1.51
Personnel Component - Bureau of Developmental Services
Interdisciplinary Clinic Teams
Bidder/Program Name: Trustees of Dartmouth College
Budget Request for: Bureau of Developmental Services

Position Title	Location	FTE	SFY 15		SFY 16		Total	
			Personnel Cost		Personnel Cost		Personnel Cost	
			Salary	Fringe	Salary	Fringe	Salary	Fringe
Clinical Director - Adult	Jennifer McLaren	0.100	\$ 18,746.00	\$ 6,842.29	\$ 19,308.38	\$ 7,240.64	\$ 38,054.38	\$ 14,082.93
Clinical Director -Child	Jennifer McLaren	0.100	\$ 18,746.00	\$ 6,842.29	\$ 19,308.38	\$ 7,240.64	\$ 38,054.38	\$ 14,082.93
Neurologist	A. Stark-Laudate	0.050	\$ 9,600.00	\$ 3,504.00	\$ 9,888.00	\$ 3,708.00	\$ 19,488.00	\$ 7,212.00
Primary Care Physician -Adult	Lisa Plotnik	0.025	\$ 4,880.27	\$ 1,781.30	\$ 5,026.68	\$ 1,885.00	\$ 9,906.95	\$ 3,666.30
Primary Care Physician -Child	Stephen Mott	0.025	\$ 5,253.00	\$ 1,917.35	\$ 5,410.59	\$ 2,028.97	\$ 10,663.59	\$ 3,946.32
Neuropsychologist -Adult	Laura Flashman	0.050	\$ 6,056.76	\$ 2,210.72	\$ 6,238.46	\$ 2,339.42	\$ 12,295.22	\$ 4,550.14
Neuropsychologist -Child	Jonathan Lichenstein	0.050	\$ 4,674.81	\$ 1,706.31	\$ 4,815.05	\$ 1,805.65	\$ 9,489.86	\$ 3,511.95
Neuropsychology Fellow -Adult	TBD	0.050	\$ 2,022.10	\$ 738.07	\$ 2,082.76	\$ 781.03	\$ 4,104.85	\$ 1,519.10
Neuropsychology Fellow -Child	TBD	0.050	\$ 2,022.10	\$ 738.07	\$ 2,082.76	\$ 781.03	\$ 4,104.85	\$ 1,519.10
Occupational Therapist	Meghan Todd	0.050	\$ 3,251.09	\$ 1,186.65	\$ 3,348.62	\$ 1,255.73	\$ 6,599.72	\$ 2,442.38
Admin Support	Team A -TBD	0.050	\$ 1,983	\$ 724	\$ 2,042	\$ 766	\$ 4,025	\$ 1,490
Indirect Cost Recovery	Rate = 10%	xxx	\$ 7,723.49	\$ 2,819.07	\$ 7,955.19	\$ 2,983.20	\$ 15,678.68	\$ 5,802.27
TOTALS:			\$ 84,958.36	\$ 31,009.80	\$ 87,507.11	\$ 32,815.17	\$ 172,465.47	\$ 63,824.97

Contractor Initials: cb
 Date: 6/18/14



State of New Hampshire

DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4688 FAX: 603-271-4912 TDD ACCESS: 1-800-735-2964

NICHOLAS A. TOUMPAS
COMMISSIONER

1016566

May 18, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, N.H. 03301

APPROVED BY _____

DATE 6/22/11

PAGE 12

ITEM # 111

177157
8016

REQUESTED ACTION

1) Authorize the Department of Health and Human Services (DHHS), Office of the Commissioner, to enter into an Agreement with the Trustees of Dartmouth College, 11 Rope Ferry Road, Hanover, NH 03755-1404 (Vendor # 90598), to provide the services of physicians and professional technical staff to meet the State's needs to service patients and consumers in the total amount of \$36,975,891.27, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Funds are anticipated to be available in following accounts for SFY 2012, SFY 2013, SFY 2014, SFY 2015, and SFY 2016 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts between fiscal years if needed and justified.

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICE GRANTS

1041112

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$12,562.00	\$12,562.00
SFY 2013	102-500731	Contracts for Program Services	\$0	\$13,013.00	\$13,013.00
SFY 2014	102-500731	Contracts for Program Services	\$0	\$13,480.25	\$13,480.25
SFY 2015	102-500731	Contracts for Program Services	\$0	\$13,964.32	\$13,964.32
SFY 2016	102-500731	Contracts for Program Services	\$0	\$14,465.79	\$14,465.79
		Subtotal:	\$0	\$67,485.36	\$67,485.36

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$299,097.88	\$299,097.88
SFY 2013	102-500731	Contracts for Program Services	\$0	\$301,285.05	\$301,285.05
SFY 2014	102-500731	Contracts for Program Services	\$0	\$451,056.52	\$451,056.52
SFY 2015	102-500731	Contracts for Program Services	\$0	\$463,276.77	\$463,276.77
SFY 2016	102-500731	Contracts for Program Services	\$0	\$475,826.35	\$475,826.35
		Subtotal:	\$0	\$1,990,542.58	\$1,990,542.58

05-95-41-4120010-5813 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
 HHS: JUVENILE JUSTICE SERV, OFFICE OF THE DIRECTOR, HEALTH SERVICES

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	101-500730	Medical Payments to Provider	\$0	\$307,747.00	\$307,747.00
SFY 2013	101-500730	Medical Payments to Provider	\$0	\$330,074.25	\$330,074.25
SFY 2014	101-500730	Medical Payments to Provider	\$0	\$341,808.62	\$341,808.62
SFY 2015	101-500730	Medical Payments to Provider	\$0	\$353,964.34	\$353,964.34
SFY 2016	101-500730	Medical Payments to Provider	\$0	\$366,556.12	\$366,556.12
		Subtotal:	\$0	\$1,700,150.33	\$1,700,150.33

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
 HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - ACUTE PSYCHIATRIC SERVICES

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$5,551,545.83	\$5,551,545.83
SFY 2013	102-500731	Contracts for Program Services	\$0	\$5,968,070.31	\$5,968,070.31
SFY 2014	102-500731	Contracts for Program Services	\$0	\$6,757,388.26	\$6,757,388.26
SFY 2015	102-500731	Contracts for Program Services	\$0	\$7,004,916.71	\$7,004,916.71
SFY 2016	102-500731	Contracts for Program Services	\$0	\$7,261,279.54	\$7,261,279.54
		Subtotal:	\$0	\$32,543,200.65	\$32,543,200.65

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS:DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL
 SERVICES

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	561-500911	Contracts for Program Services	\$0	\$28,499.00	\$28,499.00
SFY 2013	561-500911	Contracts for Program Services	\$0	\$28,499.00	\$28,499.00
SFY 2014	561-500911	Contracts for Program Services	\$0	\$30,000.00	\$30,000.00
SFY 2015	561-500911	Contracts for Program Services	\$0	\$30,000.00	\$30,000.00
SFY 2016	561-500911	Contracts for Program Services	\$0	\$30,000.00	\$30,000.00
		Subtotal:	\$0	\$146,998.00	\$146,998.00

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS:DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SERVICES, PROGRAM
 SUPPORT

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$82,129.80	\$82,129.80
SFY 2013	102-500731	Contracts for Program Services	\$0	\$20,661.20	\$20,661.20
SFY 2014	102-500731	Contracts for Program Services	\$0	\$106,394.34	\$106,394.34
SFY 2015	102-500731	Contracts for Program Services	\$0	\$110,944.58	\$110,944.58
SFY 2016	102-500731	Contracts for Program Services	\$0	\$115,658.43	\$115,658.43
		Subtotal:	\$0	\$435,788.35	\$435,788.35

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS:DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SERVICES, EARLY
 INTERVENTION

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
SFY 2013	102-500731	Contracts for Program Services	\$0	\$17,564.00	\$17,564.00
SFY 2014	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
SFY 2015	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
SFY 2016	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
		Subtotal:	\$0	\$17,564.00	\$17,564.00

05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS:DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SERVICES, ACQUIRED BRAIN
 DISORDER SERVICE

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$8,884.00	\$8,884.00
SFY 2013	102-500731	Contracts for Program Services	\$0	\$65,278.00	\$65,278.00
SFY 2014	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
SFY 2015	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
SFY 2016	102-500731	Contracts for Program Services	\$0	\$0.00	\$0.00
		Subtotal:	\$0	\$74,162.00	\$74,162.00

2) Authorize the Department of Health and Human Services, Glenciff Home, to enter into an Agreement with the Trustees of Dartmouth College, 11 Rope Ferry Road, Hanover, NH 03755-1404 (Vendor # 90598), to provide psychiatric services in the total amount of \$718,175.97, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Funds are anticipated to be available in following accounts for SFY 2012, SFY 2013, SFY 2014, SFY 2015, and SFY 2016 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts between fiscal years if needed and justified.

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - ACUTE PSYCHIATRIC SERVICES

Fiscal Year	Class/Object Code	Class Title	Current Modified Budget	Increase /Decrease	Revised Modified Budget
SFY 2012	102-500731	Contracts for Program Services	\$0	\$138,547.00	\$138,547.00
SFY 2013	102-500731	Contracts for Program Services	\$0	\$138,547.00	\$138,547.00
SFY 2014	102-500731	Contracts for Program Services	\$0	\$142,703.41	\$142,703.41
SFY 2015	102-500731	Contracts for Program Services	\$0	\$146,984.51	\$146,984.51
SFY 2016	102-500731	Contracts for Program Services	\$0	\$151,394.05	\$151,394.05
		Subtotal:	\$0	\$718,175.97	\$718,175.97

EXPLANATION

Requested Action 1. The Department of Health and Human Services, Office of the Commissioner, requires clinical services that include the provision of psychiatric care at the State's only public psychiatric hospital, clinical and administrative leadership to the State's Medicaid Program, physician consultation services overseen by the Bureau of Behavioral Health (BBH), physician consultation in the area of elderly services within the Bureau of Elderly and Adult Services (BEAS), services for juveniles cared for by the Division for Juvenile Justice Services (DJJS), services of a Medicaid medical director for the Office of Medicaid Business and Policy (OMBP), and, services for children and adults cared for by the Bureau of Developmental Services (BDS).

This Agreement was awarded to the Trustees of Dartmouth College through a competitive bid process. The Request for Proposals (RFP) was posted on the DHHS' website August 2, 2010 and notification of its release was sent to potential bidders known to the Department and to those who expressed an interest in providing these services, one bid was received. The proposal covers State Fiscal Years 2012, 2013, 2014, 2015 and 2016. The proposal was reviewed and scored by eight (8) reviewers as follows: Bureau of Elderly and Adult Services - Acting Director, New Hampshire Hospital - Chief Executive Officer, New Hampshire Hospital - Financial Manager, Office of Medicaid Business and Policy - Director, Office of Medicaid Business and Policy - Director of Medicaid Finance, Bureau of Behavioral Health - Administrator of CMHS, Bureau of Developmental Services - Administrator of Brain Injury Services, and, Division of Juvenile Justice Services - Manager of Clinical Services. Each of the reviewers have multiple years of experience in managing grants and agreements with vendors for various public health/services/education programs. See attached RFP Scoring Detail.

The services requested per the Agreement with the Trustees of Dartmouth College will involve separate scopes of services, performance metrics and financial terms established by New Hampshire Hospital (NHH); the Office of Medicaid Business & Policy (OMBP), the Division for Juvenile Justice Services (DJJS), the Bureau of Behavioral Health (BBH), the Bureau of Elderly and Adult Services (BEAS), and the Bureau of Developmental Services (BDS).

Dartmouth has had a long and successful collaboration with the State. Dartmouth has partnered with the State of New Hampshire for nearly 24 years to provide medical leadership and clinical service at New Hampshire Hospital. Over the years, Dartmouth has responded to State requests to provide an increasing number of services and has succeeded in consistently supplying highly skilled and effective faculty members to provide these services. The State and Dartmouth, working together, have essentially created the State system of care for people with severe mental illness, one that provides high-quality care to the citizens of New Hampshire who need such services. Moreover, Dartmouth employs highly trained and experienced faculty members who are committed to continuing to provide the services required by the State.

The accompanying Exhibit A (Scope of Work) details the services that Dartmouth will provide under this Agreement for the five-year period of July 1, 2011 through June 30, 2016. The Agreement service costs identified for years one and two correspond with the budget appropriations that have been identified here-to-date within the Governor's Budget and the House Budget. Special language is contained within the contract, Section C-1, Special Provisions, which states the following:

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

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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

New Hampshire Hospital, the Office of Medicaid Business and Policy, the Bureau of Elderly and Adult Services, the Bureau of Behavioral Health, the Bureau of Developmental Services and the Division of Juvenile Justice Services are dependent on these Agreement services for the ongoing medical and clinical operations of the respective Bureaus. The following information describes the essential services provided for each Bureau and the consequences if the contract is not renewed:

New Hampshire Hospital (NHH): The Agreement with the Trustees of Dartmouth College provides for a Hospital Chief Medical Officer and a staff of psychiatrists who are responsible for psychiatric evaluations, mental status examinations, clinical and laboratory testing, treatment orders, including psychopharmacology, emergency and special treatment procedures, discharge orders and necessary legal activities. The psychiatrist directs the treatment intervention of the other clinical personnel as required by the US Department of Health and Human Services Center for Medicaid and Medicare Services. There are special staffing requirements as a condition of Medicaid and Medicare program participation for psychiatric hospitals. "The hospital must have adequate numbers of qualified and supportive staff to evaluate patients, formulate written, individualized comprehensive treatment plans, provide active treatment measures and engage in discharge planning". Without a sufficient number of qualified psychiatrists, the hospital would have to reduce or close services until psychiatrists could be recruited from a highly competitive market. Given the demand for credentialed psychiatrists, effective, efficient and adequate service capability is coordinated through this single agreement.

Office of Medicaid Business and Policy (OMBP): The Agreement provides a medical director for the State's Medicaid program. Dr. Lotz has 10 years of valuable experience serving in this capacity and is responsible for providing the overall medical and clinical leadership to the Office and for assuring the quality and cost-effectiveness of medical care provided to Medicaid beneficiaries. Without these needed services, the department will not have the necessary clinical leadership to properly implement the upcoming managed care initiative. Current cost containment programs, such as the pharmacy benefit management program, and the prior authorization program, will be unmanaged, resulting in reduced cost containment in Medicaid expenditures. Development of Medicaid quality reporting and the Medicaid Report Card will not occur, resulting in an inability to identify policy changes necessary to properly manage Medicaid health outcomes and Medicaid expenditures.

Bureau of Elderly and Adult Services (BEAS): The BEAS Medical Director, employed by the Trustees of Dartmouth College, will assist in the planning and direction of the organization's medical policies and programs, and working with the BEAS administrator will be responsible for strategically developing public/private partnerships with community providers, academic institutions and state/federal agencies with a focus on quality improvement. The BEAS Medical Director will serve as a resource for chronic disease self-management and other wellness/prevention initiatives to improve the lives of individuals served by BEAS. He or she will perform a variety of complex tasks that include the provision of medical consultation, clinical oversight, educational instruction, benefits management and quality assurance within the BEAS. The Medical Director will be well versed in the regulations governing the federal Title XIX Medicaid program, including requirements for the

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 18, 2011
Page 7

operation of waiver and State Plan services, and Title XX, the Social Service Block Program and services provided under the Older American's Act.

Bureau of Behavioral Health (BBH): The Agreement with the Trustees of Dartmouth College will employ a Medical Consultant who will be responsible for the clinical oversight of the community mental health system. As the chief psychiatrist overseeing clinical services, the medical consultant provides consultation and clinical decisions on complex cases and complaint investigations, oversees the review of untimely deaths and suicides in the community, provides consultation and input on policy decisions within BBH and the Department of Health and Human Services, including the development and implementation of administrative rule changes, oversees a number of integrated health care initiatives in the community that specifically reduce the mortality of individuals with severe mental illness and reduce expenditures for polypharmacy, and works directly with each of the community mental health medical directors to improve care and outcomes for consumers of the community mental health centers.

Bureau of Developmental Services (BDS): This Agreement continues the provision of psychiatric care for assessment, consultation, second opinions and time-limited medication management to adults and children with developmental disabilities and acquired brain disorders supported by the Bureau of Developmental Services and medical oversight/consultation to the Bureau of Developmental Services. Should Governor and Executive Council determine not to approve this request, approximately 35 children with special health care needs and/or developmental delays and 35 adults with intellectual disabilities or acquired brain disorders served by area agencies, Special Medical Services and Child Development Clinics will have limited or no access to timely specialty medical care necessary to maintain their health, safety, and welfare. Without these needed services, the individuals may experience significant crises and as a result will require the intervention of other elements of the services system including hospitals, law enforcement, or adult and child protective services. Additionally, as Chair of the Bureau of Developmental Services Medication Committee, the psychiatrist's absence will violate the He-M1201 regulation requirements for having a medical director and result in the committee no longer having the authority and medical expertise to request pertinent information regarding medication practices.

Division of Juvenile Justice Services: This Agreement provides for one full-time psychiatrist who provides direct clinical evaluation and psychiatric care to over 100 children committed to the Sununu Youth Services Center per year and for emergency support to approximately 184 youth detained at the Center per year. This psychiatrist provides psychiatric evaluation and medication management for all committed youth, which is required to provide appropriate medical and clinical services to youth. This position provides for clinical supervision to nursing and treatment staff at the facility and consultation to juvenile probation and parole officers throughout the State. This has allowed for medical oversight of treatment plans, consultation statewide for complex cases with NH Hospital and community mental health centers, minimizing the use of acute psychiatric hospital beds. This psychiatrist, provided by Dartmouth is the primary consultant to the Stabilization Unit at SYSC in which the most seriously challenged youth reside in order to prevent long term hospitalization at NHH, provides on-call psychiatric services after hours and review of medical processes and cost containment efforts regarding psychopharmacology formulary. This contract brings the affiliation with the Dartmouth Trauma Interventions Research Center to the youth center and this psychiatrist serves as the primary leader to implement trauma-informed services throughout the state Juvenile Justice System. It is requested by the Division for Juvenile Justice Services that the Agreement with Dartmouth be continued to avoid dire consequences to youth and families served in Juvenile Justice and the Sununu Youth Services Center. The immediate impact of not renewing this contract would be the elimination of all above services and place in jeopardy the health and welfare of children in the juvenile justice system and youth committed to the Sununu Youth Services Center who have severe mental health issues requiring psychiatric care and medical follow up with a child psychiatrist.

Requested Action 2, Glencliff Home is a state owned and operated nursing home facility that cares for geriatric-psychiatric residents, usually after transferring from New Hampshire Hospital. Dartmouth College-Department of Psychiatry has provided Glencliff Home's psychiatric needs for the past seventeen years and has established an amicable and therapeutic relationship with Glencliff Home's residents as their primary care provider.

Glencliff Home is considered an atypical facility specializing in providing services to individuals with Mental Illness and/or Developmental Disabilities, and as such must provide Psychiatric services as needed by our residents. Physicians from this Agreement provide two (2) days per week of psychiatric services, 24-hour on call emergency service, and serve as the facility Medical Director for all medical services, aiding Glencliff Home in complying with federal regulations for the Medicaid and Medicare reimbursement programs. Obtaining professional services to provide part time psychiatric services for Glencliff Home residents is very difficult due in part to our northern New Hampshire location and is not in the scope of our current staff qualifications.

A Request For Proposals was advertised in the New Hampshire Union Leader for three consecutive days from February 8, 2011 through February 10, 2011 and on the DHHS web site, with this contractor as the only response.

This Agreement for Glencliff Home represents an increase over the prior agreement. The previous agreement was negotiated four years ago utilizing a semi-retired doctor who was willing to work below industry standard compensation due to personal investment in this facility. The doctor is no longer available to Glencliff Home for this Agreement.

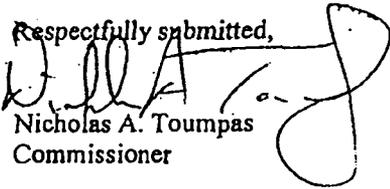
Area served: statewide.

The source of funds average 71% General Funds and 29% Federal Funds for this agreement. Specific division funding amounts are detailed as follows:

The source of funds for all appropriations is as follows: 8925 (Bureau of Elderly & Adult Services) is 50% General Funds/50% Federal Funds; 6126 (Office of Medicaid & Business Policy) is 50% General Funds/50% Federal Funds; 5813 (Division of Juvenile Justice Services) is 100% General Funds; 8750 (New Hampshire Hospital) is 70% General Funds/30% Federal Funds; 5191 (Bureau of Developmental Services/Special Medical Services) is 70% General Funds/30% Federal Funds; 5947 (Bureau of Developmental Services) is 88% General Funds/12% Federal Funds; 7014 (Bureau of Developmental Services) is 100% General Funds; and, 7016 (Bureau of Developmental Services) is 100% General Funds.

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

Respectfully submitted,


Nicholas A. Toumpas
Commissioner

Program Name
Contract Purpose

Physician Clinical and Administrative Services
Service Patients through Physicians & Technical Staff

RFP Scoring Detail

RFP Reviewers									
Names/Titles	Experience								
Diane Langley Acting Director Bureau of Elderly & Adult Services	Extensive psychiatric administrative and program development experience at both the provider and state level.								
Robert MacLeod Chief Executive Officer New Hampshire Hospital	30 years in health care administration, including 9 years experience in behavioral health services for the State of New Hampshire.								
Jannie Dall Financial Manager New Hampshire Hospital	14 years health care experience, 25 years contract administration, oversight and auditing, 25 years financial management								
Katie Dunn Director Office of Medicaid Business & Policy	30 years health care experience, 17 with NH DHHS and 11 years in Medicaid administration								
Marilee Nihan Director of Medicaid Finance Office of Medicaid Business & Policy	16 years experience in NH State finance, focus on Medicaid administrative and medical expenditures.								
Robin Raycraft-Flynn Program Administrator of CMHS Bureau of Behavioral Health	Program Administrator for the BBH for 5 years. Duties include oversight of the Dartmouth contract and all evidence based practices.								
John Capuco, Psy.D. Administrator, Brain Injury Services Bureau of Developmental Services	Clinical Psychologist, specialization in neuropsychology. 25 years experience in brain injury rehabilitation including 5 years as Director of Brain Injury Program, Health South Rehabilitation Hospital, Concord NH and 10 years as Administrator of Brain Injury Services, BDS, DHHS								
Penny Sampson, M.S., LCMHC Manager of Clinical Services Division of Juvenile Justice Services	10 years of experience in human services								
	Diane Langley	Robert McCloud	Jannie Dall	Katie Dunn	Marilee Nihan	Robin Raycraft-Flynn	John Capuco	Penny Sampson	
	5	5	5	5	5	5	5	5	5
	15	15	15	15	15	15	13	15	15
	10	10	10	10	N/A	10	9	10	10
	28	25	28	25	30	26	25	30	30
	13	15	13	15	N/A	15	14	15	15
	21	20	23	25	25	22	22	25	25
	92	90	94	95	75	93	88	100	

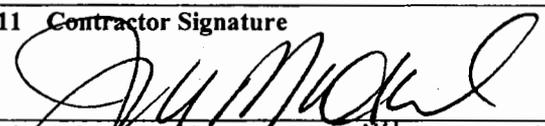
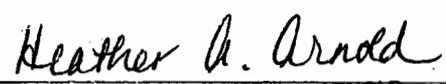
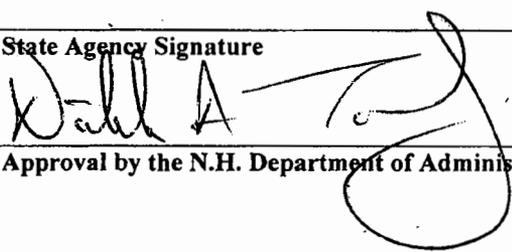
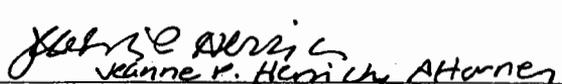
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services Office of the Commissioner		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Trustees of Dartmouth College		1.4 Contractor Address Office of Sponsored Projects 11 Rope Ferry Road Hanover, NH 03755-1404	
1.5 Contractor Phone Number 603-646-3007	1.6 Account Number	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$37,694,067.24
1.9 Contracting Officer for State Agency Commissioner Nicholas A. Toumpas		1.10 State Agency Telephone Number 603-271-8560	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jill Mortali, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/19/11</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace HEATHER A. ARNOLD Notary Public - New Hampshire My Commission Expires August 23, 2011			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nicholas A. Toumpas, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne K. Henrich, Attorney On: <u>4/1/2011</u>			
1.18 Approval by the Governor and Executive Council 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.

Contractor Initials: 
Date: 5/18/11

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:

Date:

JMM
5/18/11

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.

Contractor Initials: *JMM*
Date: *5/18/11*

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: April 29, 2011

CONTRACT PERIOD: July 1, 2011 to June 30, 2016

CONTRACTOR:

NAME: Trustees of Dartmouth College

ADDRESS: 11 Rope Ferry Road #6210

Hanover, NH 03755-1404

TELEPHONE: (603) 646-3007

FAX: (603) 646-9694

EMAIL: sponsored.projects@dartmouth.edu

EXECUTIVE DIRECTOR: Jill Mortali

Contractor Initials: JMM

Date: 5/18/11

Scope of Work and Work Plan - Exhibit A

5.0 General

Dartmouth College employees working under the contract will avoid conflicts and potential conflicts of interest relative to meeting the identified needs of patients: delivering the same standard of care to patients with comparable needs; protecting the integrity of clinical decision making, regardless of any financial considerations. The Chairman of the Dartmouth Department of Psychiatry will review and respond to potential ethical and conflict of interest issues (including those regarding involvement with pharmaceutical and device manufacturing companies) in accordance with Dartmouth College and Dartmouth-Hitchcock Medical Center policy, and will report any activities that present ethical and conflict of interest issues to DHHS. In addition, medical personnel working under the contract will report sentinel events to DHHS pursuant to the DHHS Sentinel Event Review Policy and participate in the process, as required.

5.1 New Hampshire Hospital

5.1.1 Personnel Requirements

Personnel currently employed by Dartmouth and deployed to New Hampshire Hospital (NHH) will continue to accept assignment to the hospital. Dartmouth will recruit for new or unfilled positions noted in this RFP.

NHH Chief Medical Officer: 1.0 FTE

Dartmouth will continue to provide NHH with a Chief Medical Officer with the leadership experience and ability called for in the RPF. Dartmouth's current Chief Medical Officer clearly meets and exceeds the standard and is committed to continuing in the role through Dartmouth.

David G. Folks, MD is proposed to continue to serve as Chief Medical Officer. Dr. Folks has 25 years of experience in a position of clinical leadership, including experience with a major public sector program, psychiatric hospital, governmental authority, state and national medical/psychiatric society and has been involved in the delivery of public sector psychiatric services. He completed an ACGME approved residency program with Board Certification in psychiatry by the American Board of Psychiatry and Neurology. He has additional subspecialty certification in geriatric and addiction psychiatry. Lastly, he was Chairman of the Department of Psychiatry at the University of Nebraska for a period of 11 years.

Dr. Folks has a record of: (1) exemplary success in the fields of clinical psychiatry and psychiatric education at the graduate and undergraduate level; (2) experience in the development of innovative clinical programs specific to the needs of the severely and persistently mentally ill (SPMI) population; (3) successful collaboration with state government leadership in the areas of program planning, budget, personnel policies, staffing levels, and the legislative process; (4) cooperation with consumer organizations; and (5) competence in program evaluation and evidence based outcomes related clinical practice. In addition, Dr. Folks has years of research experience, particularly in public sector relevant research as a principal investigator and co-investigator.

Contractor Initials: 
Date: 5/18/11

Dr. Folks will be expected to address the responsibilities and requirements as outlined Section 5.1.3 of the RFP.

General Psychiatrists: 10.0 FTEs and Proposed Additional 1.0 FTE

Dartmouth will provide NHH with ten (10) General Psychiatrists that meet the requirements of the RFP and proposes to provide, as well, one additional general psychiatrist: At least seven (7) of the general psychiatrists will have a minimum of 5 years post-residency experience in public sector psychiatry in a state hospital, community mental health or similar facility serving the SMI population; all of whom have completed an ACGME approved residency program in psychiatry; no fewer than nine (9) of whom are Board Certified by the American Board of Psychiatry and Neurology in Psychiatry or Board Eligible and within 5 years of post-residency; and at least three (3) of whom hold additional specialty qualifications in addiction, forensic and/or geriatric psychiatry. These general psychiatrists will be Dartmouth faculty members.

- **Associate Medical Director (1.0 FTE):** Dartmouth proposes that one of the general psychiatrists, Alexander deNesnera, MD, continues to serve in the capacity of Associate Medical Director. This individual will provide coverage at approximately 60% of full time effort, as appropriate, for vacation and leave; work in concert with the Chief Medical Officer, including on-call responsibilities; and serve as a liaison to the legislature, court, law enforcement and community mental health centers. Additionally, the Associate Medical Director will be charged with the responsibility of oversight for graduate and undergraduate education, provide oversight of Continuing Medical Education programs, and will coordinate teaching activities with other teaching disciplines at NHH. This position, as noted, will be staffed by Alexander deNesnera, MD, who is well qualified to serve in this capacity and is doing so now. Dr. deNesnera has been on the staff on New Hampshire Hospital since 1989; he is highly respected locally and is nationally recognized for his skills in public sector and forensic psychiatry.
- **Acute Care Units (7.0 FTE Psychiatrists and 1.0 FTE Advanced Registered Nurse Practitioner [ARNP]):** The acute care units of NHH will be staffed as follows: *C Unit*- Rebecca Andrew, MD, and John "Jack" Hinck, MD; *D Unit* -TBA (recruitment pending), and Thomas Meehan, MD; *E Unit*- Rebecca Neal, MD, and Wendy Martin, MD; *Float and Admissions unit* – TBA and one ARNP TBA. Deployment of these individuals will be determined by the needs of the clinical population.

Note: Dartmouth's proposed acute care staffing proposes an additional 1.0 FTE general psychiatrist beyond what is called for in the RFP to meet service needs: Approximately 2,000 admissions annually to the three acute units are anticipated (out of 2,500 to the entire hospital), with initial evaluation to be provided in the admitting area of NHH. This staffing model assumes a care-model of rapid stabilization and return to the community, as appropriate, with equal concern for rehabilitation and community integration using a recovery model for those with severe and persistent mental illness. In view of the anticipated volume of patients, the additional psychiatrist will serve to provide coverage for attending/staff psychiatrists who are on vacation, sick or on leave of any kind including maternity or family leave. When coverage is not needed, this

Contractor Initials: *JMM*

Date: *5/18/11*

individual will provide coverage on the extended care units (G and H), or serve as the admitting physician, or provide additional services, as assigned by the Chief Medical Officer.

- **Extended Care Units (2.0 FTE Psychiatrists):** The extended care units will be staffed by two psychiatrists, in accordance with NHH By-Laws.

These units will be staffed as follows: *G Unit*- Elizabeth Meadow, MD; *H Unit* Robert C. Vidaver, MD. This staffing model assumes a care-model of extended care with the goal of transition into the community following a period of extended care. The patient population on these units have complicated and complex conditions that include severe and persistent mental illness together with trauma history, legal issues and treatment refractoriness.

- **Transitional Housing: 1.0 FTE for six months – July - December 2011**

Transitional Housing serves as a supported housing program for approximately 60 individuals whose severe mental illness and other psychosocial factors prevent them from being placed directly in the community. Most cases are referred from NHH or the Secure Psychiatric Unit in the Department of Corrections. Often, individuals served within transitional housing have complicated legal issues, history of non-adherence to medications, or multiple failures to manage in the community. In essence, transitional housing provides an assertive community treatment-like program with intensive psychiatric management, psychosocial rehabilitation and intensive case management (supervision and coordination of services),

The Transitional Housing Program will be outsourced in January, 2012. A temporary physician will be hired to staff this program through December 31, 2011.

Child/Adolescent Psychiatrists: 3.0 FTEs

Anna Philbrook Center (3.0 FTE): Dartmouth will meet the RFP requirements for child/adolescent psychiatrists: Three (3) Child/Adolescent Psychiatrists are proposed with at least two (2) who have a minimum of 5 years post-fellowship experience in public sector psychiatry in a state hospital, community mental health or similar facility. All have completed both an ACGME approved residency program in general psychiatry and a 2-year ACGME approved fellowship (residency program) in child/adolescent psychiatry.

Dartmouth proposes the following: R. Joffree Barnett, MD, Steven Cauble, MD, and Deborah McQuade, MD to continue to serve in this capacity. Dr. Barnett has extensive experience in forensic child psychiatry and Drs. Cauble and Barnett both have extensive experience with the Department of Youth Services and Juvenile Justice. Dr. McQuade is recognized for her skill and expertise in the area of pervasive developmental disorder and autism, especially in the context of psychiatric co-morbidity. Assuming a care model of comprehensive assessment, acute care, stabilization and return to the community with regard to a model of remission or recovery, these

Contractor Initials: 
Date: 5/18/11

individuals are well qualified to continue to serve the approximately 200 children and adolescents who present to NHH each year.

These individuals will also be charged with the responsibility to provide teaching and research activity at the Anna Philbrook Center, including Fellowship Training in Child and Adolescent Psychiatry sponsored by Dartmouth. This activity serves the State by developing qualified child psychiatrists who are predisposed to meet an acute and projected chronic need for child psychiatrists in New Hampshire and are well-trained for future positions at NHH, when these positions become available.

Geropsychiatrist: 1.0 FTE

Dartmouth will meet the RFP requirements for geropsychiatry as required in the RFP: One (1) Geropsychiatrist having a minimum of 5 years of experience in public sector psychiatry in a state hospital, community mental health or similar facility serving the SMI population, who has completed an ACGME approved residency program in psychiatry, and is Board-Certified by the American Board of Psychiatry and Neurology in Psychiatry, a minimum of 5 years of post-residency clinical practice with the elderly, in a public sector milieu, with additional clinical experience in geriatric psychiatry (substituted for fellowship training).

J Unit- will be staffed by this individual. Dartmouth proposes David Bonacci, MD who is well qualified to provide geriatric psychiatric services for older adults, as well as individuals with comorbid psychiatric and general medical conditions, or functional disability. This patient population is prevalent at NHH and best served on a unit designed to serve the older and/or medically compromised patient.

Dr. Bonacci will provide acute and extended care, as appropriate for those individuals who need 24 hour monitoring and the structure of an inpatient psychiatric setting. Both Drs. David Folks and Alexander deNesnera are well qualified and available to provide coverage on this unit.

Dr. Bonacci will also provide teaching and participate in research, as appropriate, including serving as the primary attending for the Geriatric Psychiatry Fellowship Training Program sponsored by Dartmouth.

Experience and Specialty Board Certification of Current NHH Psychiatrists

	Years post training	Child Psychiatry Board Cert.	Addiction Psychiatry Board Cert.	Geriatric Psychiatry Board Cert.	Forensic Psychiatry Board Cert.	Adult Psychiatry Bd. Cert.
Andrew	23					X
Barnett	24	X			X	X
Bonacci	33			X		X
Cauble	18	X				X
deNesnera	21		X	X	X	X
Folks	28		X	X		X
Hinck	16			X		X

Contractor Initials: *Jmm*
 Date: *5/18/14*

Martin	4					
McQuade	8					X
Meadow	31					X
Meehan	34					X
Neal	22			X		X
Vidaver	3					
Total (Avg.)	(20.4)	2	2	5	2	11

Director of Neuropsychology Laboratory: 0.5 FTE

Dartmouth will provide a senior neuropsychologist who meets the requirements of the RFP: A minimum of 5 years of post-fellowship experience in the design and implementation of neurocognitive screening and comprehensive neuropsychological assessment protocols appropriate to public sector severely mentally ill and behaviorally challenged populations.

Laura Flashman, PhD, ABPP is proposed to serve/continue in this position. She is a Board Certified clinical neuropsychologist, and has experience including leadership responsibilities in MRI operations and the ability to integrate cognitive test results with data from structural and functional brain imaging. She is well qualified to serve and is currently an Associate Professor of Psychiatry, with a background in the education of postdoctoral neuropsychology fellows. She possesses evidence of scientific productivity in relation to the SMI population, as desired by the RFP.

Neuropsychologist: 1.0 FTE

Dartmouth will provide 1.0 FTE of neuropsychologist effort as requested in the RFP: The neuropsychologist effort will be filled by two individuals (0.5 FTE each), both of whom have a minimum of 2 years of post-fellowship experience in neurocognitive screening and comprehensive neuropsychological assessment protocols appropriate to public sector and severely mentally ill and behaviorally challenged populations. The candidates both possess a PhD (or PsyD), as required, in clinical psychology or neuropsychology and both have completed a neuropsychology postdoctoral fellowship (Houston guidelines). These candidates, Susan McGurk, PhD (Associate Professor) and Arthur Maerlender, PhD (Assistant Professor), currently provide services at NHH and have experience in the integration of cognitive test results with data from structural and functional brain imaging.

Neuropsychology trainees (3.0 FTE)

Although not requested in the RFP, Dartmouth proposes to continue to deploy Neuropsychological Postdoctoral Fellows (1.0 FTE total), as well as psychology/neuropsychology interns (2.0 FTE). At present, the two Fellows are: Rayna Ericson, PhD, a Postdoctoral Fellow in Adult Neuropsychology, and Gretchen Berrios-Siervo, PsyD, a Postdoctoral Fellow in Pediatric Neuropsychology. The interns provide direct care and are trained and overseen by the Neuropsychology faculty. This training program builds skill and

Contractor Initials: *JMM*
Date: *5/18/14*

capacity in neuropsychology in the care of adults and children with severe mental illnesses. The training also contributes to research in this important area.

Psychiatric Advanced Registered Nurse Practitioners: 1.0 FTEs

Dartmouth will recruit 1 (one) Master's prepared Psychiatric Advanced Registered Nurse Practitioners (ARNPs) to meet the RFP requirements in Year 1 and Year 2 of the contract. This will increase to 4.0 FTEs in Years 3-5 of the contract.

The ARNPs will provide clinical services, as outlined above, in extended care and admissions areas providing care for patients with severe mental illness and/or medical co-morbidity in accordance with the scope of practice described in Section 326-B:11. These individuals will be expected to independently prescribe, dispense, and distribute medications within the formulary and act as treatment team leader on "G" Unit, "H" Unit and "J" Unit in accordance with the scope of practice and NHH by-laws. The fourth will cover leave time of others and help in the admission unit or as assigned by the Chief Medical Officer.

Psychiatric Residents and Fellows: 4.0 FTEs

General Psychiatric Residents: PGY II: 1.5 FTEs and PGY IV: 1.0 FTE

Dartmouth will rotate 1.5 FTE PGY II and .5 FTE PGY IV, as available, through NHH as part of its ACGME approved psychiatric residency program. The faculty outlined above shall provide, in addition, faculty oversight, clinical supervision, didactic education and appropriate research opportunities in the field of public psychiatry. The training experience at NHH has been exceedingly beneficial to resident education and has led to several important recruitments and hires at NHH over time.

Child/Adolescent Fellows: 1.0 FTE

Dartmouth will continue to rotate 1 child/adolescent fellow apportioned through the PGY IV & PGY V years [1st and 2nd year fellows] through NHH. The fellows shall be integral to Dartmouth's AGCME-approved child/adolescent training program; the experience will incorporate a full spectrum of child/adolescent coursework and clinical experience to facilitate the NHH rotation, emphasizing areas of child welfare, family intervention, wrap around services and the juvenile justice system.

Geropsychiatry Fellow: 0.5 FTE

Dartmouth will rotate a 0.5 FTE geropsychiatry fellow [PGY V], as available, through NHH. Fellows will be integral to the Dartmouth's AGCME - approved fellowship program in geriatric psychiatry. Dartmouth will provide, in addition, faculty oversight, clinical supervision, didactic education and appropriate research opportunities in the care of the elderly and medically compromised individuals.

Contractor Initials: *JMM*
Date: *5/18/10*

On-Call Medical Physicians

Dartmouth will provide on-call medical coverage to NHH and the Division for Juvenile Justice Services on nights and weekends through licensed physicians specializing in primary medical care. This service will be provided by NHH staff after hours, weekends and holidays, as necessary, to address general medical needs and arrange for referrals for medically necessary urgent care or emergent care.

Psychiatrist, Glencliff Home: 0.4 FTE

Dartmouth will provide 0.4 FTE psychiatrist to Glencliff Home. At a minimum, first year coverage will be at the 0.25 FTE level which will cover 46 on-site days at Glencliff (seven hours on site and one hour of the two hour travel time), two hours/week of scheduled phone time. It may be possible to provide the other 0.15 FTE on-site care as well. Care will be provided by a board certified or eligible psychiatrist.

Upon awarding of this contract, the Department will begin recruiting for a Geriatric Psychiatrist to fill the role next year.

Glencliff Home coverage includes providing direct psychiatric service to residents, delivering expert testimony at times, serving as the Medical Director, providing an evaluation on each patient annually, and serving as liaison with other organizations such as DHMC and NHH.

Dartmouth agrees to provide psychiatric services as detailed in the RFP:

1. The Contractor shall provide 24 hours per day, 7 days a week routine or emergency telephone consultation at no additional cost, 52 weeks per year, to clinical staff and administration staff,
2. The Contractor shall provide expert testimony in probate court as needed, such as the need for guardianship, ECT, or DNR orders. Preparation for such testimony may include consultation with lawyers, review of records and travel. This work will be scheduled during an on-site day whenever and as much as possible and at no additional cost.
3. The Contractor shall serve as Glencliff Homes' Medical Director. This involves helping to review and set policy, oversight of the primary physicians and to attend mandatory (per OBRA and other regulations) committee meetings including, but not limited to, continuous quality improvement, infection control and admissions.
4. The Contractor shall provide direct psychiatric services, treatment and associated follow-up to approximately 120 residents at Glencliff Home.
5. The Contractor shall be available in person or by telephone during on-site visits to discuss treatment with family members or guardians at no additional cost.
6. The Contractor shall conduct an annual evaluation on every resident.
7. The Contractor shall review use of psychotropic medications for compliance with OBRA regulations and provide other assistance in meeting standards for annual State inspections and Federal regulations.

Contractor Initials: *Jmm*
Date: *5/18/10*

The Contractor shall provide liaison contact between Glencliff Home and New Hampshire Hospital and between Glencliff Home and Dartmouth-Hitchcock Medical Center when Glencliff Home residents are seen at the receiving psychiatric institution.

Medical Consultant for NH Bureau of Behavioral Health: 0.4 FTE

Dartmouth shall provide a Medical Consultant for the Bureau of Behavioral Health (BBH) (0.4 FTE) who will be available on site for at least ten hours per week and available over the phone, by email, and in person by appointment during the remaining hours of the week. This Medical Consultant will be a Board-Certified psychiatrist with experience in public mental health and services for people with severe mental illnesses. This Medical Consultant will work to fully maximize the potential of the Academic-Public Mental Health partnership between Dartmouth Medical School and the (BBH) within the Department of Health and Human Services (DHHS) of New Hampshire (NH).

The Medical Consultant for BBH will meet with the BBH administration and program group leaders weekly and also as needed. She will work with BBH to address the clinical, policy and planning needs of the Bureau. She will provide leadership and expertise in relation to clinical services, including implementation and sustaining of evidence-based psychosocial and medication treatments, coordination between New Hampshire Hospital and community mental health care, and implementation of In Shape; (a newly developed practice for NH residents). S/he will provide expertise and consultation to BBH to address policy issues, including: enhancing capacity for integration of physical health and mental health services, housing support, designated receiving facilities, and telemedicine; improving the quality of data and data monitoring; maintaining or improving funding and reimbursement strategies; and updating state rules to support policy changes as needed. The Medical Consultant will communicate regularly with, and provide clinical consultation to, BBH leaders regarding current clinical challenges, including challenging cases, conditional discharges, suicide monitoring. If needed, the Medical Consultant will participate in site visits.

5.1.2 Psychiatric Services

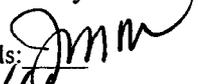
Dartmouth agrees to provide psychiatric services as detailed in the RFP:

- I. Dartmouth will work with DHHS to jointly develop and improve an integrated mental health care system applying principles of managed care for clinical treatment, educational and training programs, and related research;
- II. Dartmouth will work jointly with DHHS to recruit and retain a Chief Medical Officer as specified in "Overview" of the request for proposal;
- III. Dartmouth will recruit and retain psychiatrists advanced psychiatric registered nurse practitioners and other clinical personnel to staff New Hampshire Hospital (the Hospital);

Contractor Initials: 

Date: 5/18/11

- IV. Dartmouth will maintain and develop an applied research and evaluation capacity the general purpose of which shall be to identify and address medical research issues relative to the New Hampshire DHHS mission under RSA 135-C. The activities shall be directed at enhancing applied research resources, capacities and activities within the State mental health services system and implementing a program of applied research relative to that system;
- V. The Chief Medical Officer and all other clinical personnel pursuant to this contract will be employees of Dartmouth College, with Dartmouth's Affirmative Action guidelines applied in the selection of these individuals.
- VI. The clinical privileging for the Chief Medical Officer and all staff psychiatrists will be determined by the Medical Staff Organization of the NHH pursuant to its by-laws;
- VII. In addition to other reports as agreed to by the parties, on an annual basis, Dartmouth will make a report in writing to DHHS as to the Chief Medical Officer's and the clinicians' services provided by Dartmouth and Dartmouth's performance under this contract during the preceding contract year, the research activities provided during the preceding contract year, and planned research activities for the current contract year. On a quarterly basis or as otherwise more frequently required by United States Department of Health and Human Services regulations, Dartmouth will make a report in writing to DHHS as to the Chief Medical Officer's and clinicians' services provided by Dartmouth, in such form and in sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers;
- VIII. Dartmouth, the Chief Medical Officer, and all other clinical staff will execute their responsibilities pursuant to this contract consistent with RSA Chapter 135-C, the rules adopted pursuant thereto, the By-Laws of NHH's Medical Staff Organization, The Joint Commission (TJC), Centers for Medicare and Medicaid Services (CMS), and in accordance with generally accepted medical standards and practices;
- IX. Dartmouth will work together with DHHS to accomplish the mission and goals of this contract, and agrees to have disputes regarding the responsibilities under this contract between Dartmouth and DHHS referred to the DHHS Commissioner or designee and the Dean of Dartmouth Medical School for resolution. Notwithstanding this, nothing herein shall affect the parties' legal or equitable rights or remedies otherwise available to them;
- X. Dartmouth understands that if the provisions of RSA 541-B: 21 or RSA 99-D: 8 shall not be extended to cover the term of this Contract, or if, at any time during the term of this contract, any provision of RSA 541-B or RSA 99-D shall for any

Contractor Initials: 
Date: 5/18/19

reason cease to be in effect, shall be repealed, or shall be amended in any manner which, in the sole determination of Dartmouth shall be adverse to Dartmouth, Dartmouth shall have the option, either to:

- a. Treat the contract as immediately terminated, and all of Dartmouth's obligations there under extinguished; or
- b. Subject to the approval of the DHHS, to obtain insurance coverage in types and amounts satisfactory to Dartmouth, the cost of which shall be an additional expense reimbursable in full to Dartmouth by the DHHS.

5.1.3 Chief Medical Officer

I. Overview

Dartmouth agrees to furnish for the term of the contract, the full-time services of a designated faculty member to serve as the Chief Medical Officer for NHH. The Chief Medical Officer will be a Board Certified Psychiatrist licensed to practice in the State of New Hampshire. The duties of the Chief Medical Officer will include, but not be limited to, the clinical responsibilities of overseeing the provision of psychiatric and medical services in accordance with RSA 135-C: 6. The Chief Medical Officer will, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH. The Chief Medical Officer's activities will be in accordance with applicable TJC and CMS standards and be subject to the by-laws of the Hospital Medical Staff Organization. As noted above, Dr. David Folks will continue to serve in this capacity.

II. Appointment

The Chief Medical Officer will be a Dartmouth faculty member who is (1) selected by Dartmouth with the prior approval of the DHHS Commissioner or designee; and (2) appointed by the DHHS Commissioner or designee. Moreover, the NHH Chief Executive Officer will be entitled to interview the final candidate for the position and have the right to accept or reject any candidate offered for the position. The appointment will be for the term of the contract and subject to the termination provisions, as noted below.

III. Vacancy

At such time as NHH's current Chief Medical Officer resigns, is terminated, or leaves office for any other reason, Dartmouth agrees that it will furnish, in accordance with Section II above, a psychiatrist to serve full time as NHH's Chief Medical Officer. The Chief Medical Officer will be Board Certified and will have demonstrated medical administrative experience. The Chief Medical Officer will also be a faculty member in the Department of Psychiatry at Dartmouth and will serve under the direction of the Chair of the Department of Psychiatry and the Dean of Dartmouth

Contractor Initials: *Jmar*
Date: *5/13/01*

Medical School. The Chief Medical Officer will, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.

IV. Activities

A detailed description of activities of the Chief Medical Officer as specified in the RFP, and as agreed to by Dartmouth, is provided below:

A. Administrative/Clinical Responsibilities: Dartmouth agrees that, subject to (1) the statutory authority of the DHHS Commissioner or designee, and (2) the authority of the Hospital Chief Executive Officer with respect to administrative/clinical matters, the Chief Medical Officer will be responsible for the following activities (as noted in the RFP):

1. To coordinate with NHH's Chief Executive Officer all clinical activities in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of TJC and CMS;
2. To participate in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients of NHH and all clinical personnel engaged in said programs to participate in the formulation, implementation, and supervision of all clinical educational, clinical research, and clinical training programs within NHH;
3. To supervise all documentation requirements of medical staff of NHH;
4. To perform bi-annual performance evaluations and discipline as necessary for all staff psychiatrists and other clinical personnel employed by Dartmouth at NHH. In preparing these clinical evaluations, the Chief Medical Officer will consult with and seek input from the Hospital Chief Executive Officer as to the performance of any individual under review;
5. To perform an annual administrative review of all clinical personnel employed by Dartmouth at NHH to assure compliance with NHH policy, including but not limited to: training, record keeping, matters of medical records, CPR and CMP training/retraining, customer service responsibilities, HIPPA compliance and attendance at mandated in-service training. The Chief Medical Officer will take whatever action necessary to assure compliance with these requirements and take whatever disciplinary action necessary in instances of non-compliance;
6. To comply with all applicable performance standards set forth in this contract pertaining to staff psychiatrists;
7. To provide consultation to the DHHS relative to the development of the State mental health services system;
8. To support NHH's customer service culture by adhering to and assuring that psychiatrists under his/her direction, adhere to the established Customer Service Guidelines for Physicians;
9. To report to the NHH Chief Executive Officer issues known to him/her regarding all admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;

Contractor Initials: *JMM*

Date: *5/18/11*

10. To participate as a member of NHH's Administrative Executive Committee;
11. To participate as a member of the Executive Committee of the Medical Staff Organization of NHH;
12. To participate with NHH's Chief Executive Officer in the development of the clinical budget of NHH; and
13. To participate as a member of the Dartmouth Department of Psychiatry Executive Committee.

B. Recruitment and Employment: The Chief Medical Officer will be responsible for the following staff employment activities:

1. To recruit and employ with approval of the NHH Chief Executive Officer, working collaboratively with the Chairman and the Vice Chair for Clinical Services at Dartmouth Medical School, all clinical staff employed by Dartmouth at NHH, and as requested by the NHH's Chief Executive Officer, in the recruitment and employment of other clinical personnel employed by NHH;
2. To establish, subject to the approval of the NHH Chief Executive Officer, an employment schedule for all clinical personnel employed by Dartmouth at NHH;
3. To assist the NHH's Chief Executive Officer with the clinical supervision and education of all other clinical staff of NHH.

C. Full-Time Services Defined: For purposes of this contract, the term "full-time services" for the Chief Medical Officer shall mean that he or she will be required through appropriate record-keeping to account for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities, subject to the normal Dartmouth employee benefits as to vacation, personal, and sick leave. These minimum hours may be satisfied through hours devoted to work entirely within NHH or with a combination of at least 36 hours per week devoted to clinical activities at NHH and, at his or her discretion, 4 hours per week devoted to educational or research activities which further the mission and goals of NHH; these educational and research activities are to be performed with the prior knowledge and agreement of the NHH Chief Executive Officer. The Chief Medical Officer will also participate with staff psychiatrists in On-Call coverage above the 40-hour week to ensure a 24-hour a day, 7-day a week provision of Psychiatrist-On-Call services without additional compensation to Dartmouth or the Chief Medical Officer.

D. Performance Evaluations: Performance evaluations of the Chief Medical Officer will be the responsibility of the Chairman of the Department of Psychiatry, Dartmouth Medical School, and will include within such evaluation the opinion of the NHH Chief Executive Officer as to the Chief Medical Officer's performance of his or her duties pursuant to this contract. If the NHH Chief Executive Officer disagrees with the Chairman's resolution of any issues raised in the Chief Executive Officer's evaluation, the dispute will be referred to the DHHS Commissioner or designee and the Dean of Dartmouth Medical School for resolution.

Contractor Initials:

Date: 5/18/10



E. Removal from Contract:

After consultation with the Chairman of the Dartmouth's Department of Psychiatry, the NHH Chief Executive Officer will remove the Chief Medical Officer for loss of medical staff privileges at the Hospital, revocation or suspension of his/her New Hampshire medical license, conviction of a felony or for cause including, but not limited to, misconduct, malfeasance or unsatisfactory work performance. If the NHH Chief Executive Officer removes the Chief Medical Officer for cause, including those cited above, no additional payments shall be paid other than any accumulated leave. Where the NHH Chief Executive Officer removes the Chief Medical Officer for other reasons, DHHS shall pay Dartmouth, beginning at the date of termination, the Chief Medical Officer's then current compensation for the period of 90 days, or the remaining time in his/her contract, whichever is less.

After consultation with the Chairman of Dartmouth's Department of Psychiatry, the NHH Chief Executive Officer may place the Chief Medical Officer on administrative leave with pay when the Chief Executive Officer deems there to be good cause and it is in the best interest of the NHH to do so. Good cause will include, but not be limited to, malfeasance, insubordination, or like reasons. The Hospital Chief Executive Officer will determine the term of such leave.

If the Chief Medical Officer position becomes vacant for any reason, Dartmouth will notify the Hospital within 10 days of its intention to fill the position. Dartmouth will fill the position as quickly as it is possible to do so.

- F. Facilities and Support Staff:** Dartmouth understands, as noted in the RFP, that DHHS shall provide the Chief Medical Officer with adequate facilities and administrative support staff to fulfill the obligations under this Contract. Facilities shall include, but not be limited to, office space and furnishings. Sufficient space to accomplish educational, training, and research missions shall also be made available. Administrative support staff shall include, but not be limited to, one full-time executive secretary.

5.1.4 Clinical Services

I. Overview

As requested in this RFP:

Dartmouth Department of Psychiatry will provide the psychiatrists and related clinical personnel outlined above to perform the services required for clinical, educational, research and training programs at the NHH. All psychiatrists will maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at the NHH. Dartmouth will provide additional clinical personnel to perform the service required for clinical, educational, research and training programs at NHH.

Dartmouth will provide additional clinical personnel as described herein at the request of the NHH Chief Executive Officer subject to the availability of funding to further the goals of this

Contractor Initials: 
Date: 5/18/11

contract and the NHH. All related clinical personnel shall maintain appropriate licensure/certification relevant to the practice of their clinical disciplines. Subject to the best efforts to fill these clinical positions, Dartmouth will provide psychiatrists and other clinical personnel with sufficient professional skills and qualifications to provide the educational and research services needed by the NHH.

With the additional adult general psychiatrist, the neuropsychology trainees, and the proposed salary structure, Dartmouth asserts that this structure is eminently workable; and, asserts that this proposal will lead to effective and efficient operation of the clinical enterprise at NHH with regard to psychiatric staffing, teaching, research and administrative and clinical services, as outlined in the RFP. Dartmouth, through its Department of Psychiatry, is comfortable with its ability to meet or exceed the stated requirements and looks forward to the opportunity to do so.

II. Hospital Psychiatric and Clinical Services

A. **Personnel:** Dartmouth will recruit and employ psychiatric, research and related clinical personnel needed to provide the services specified in this contract and agrees to the following specifications outlined in the RFP:

- 1 The NHH Chief Executive Officer will be entitled to interview any final candidates identified by Dartmouth for the position of staff psychiatrist and shall have the right to accept or reject any candidate offered for that position.
- 2 On an annual basis the Chief Medical Officer, the Chairman of the Dartmouth Department of Psychiatry and the NHH Chief Executive Officer will establish staffing needs for the Hospital, to include psychiatric, research and related clinical personnel. A schedule of personnel will be developed and written notice shall be provided to Dartmouth prior to commencement of the applicable contract year.
- 3 Prior to commencing practice at NHH, psychiatrists will be licensed to practice medicine in New Hampshire and will commence the privileging process of the Medical Staff Organization as authorized by the Medical Staff Organization by-laws.
- 4 With the exception of research or other consultants retained, all psychiatrists and other personnel provided by Dartmouth under this contract will be employees of Dartmouth College and subject to personnel rules, regulations and procedures of Dartmouth College and the Dartmouth Department of Psychiatry. No research or other consultant retained or psychiatrist or other personnel provided by Dartmouth under this contract will be considered an employee of DHHS.

B. **Services/Measurable Outcomes:** As requested in the RFP, the responsibilities of the psychiatrists will include, but not be limited to:

- 1 In cooperation with treatment teams, formulation and implementation of individual treatment plans and clinical services for the diagnosis, assessment, treatment, care and management of patients of the NHH;

Contractor Initials: 
Date: 5/18/11

- 2 Determination, consistent with RSA 135-C, of the appropriateness of admissions, transfers and discharges;
- 3 Participation with other staff physicians and the Chief Medical Officer to provide "On-Call" coverage on a 24-hour a day, 7-day a week basis. "Psychiatrist On-Call" coverage will be provided in hourly amounts above the 40-hour week with additional compensation at a rate agreed to by all parties;
- 4 Participation in research and education activities consistent with the mission of NHH and subject to the approval of the Hospital Chief Executive Officer;
- 5 Participation in the Medical Staff Organization and other administrative committees of NHH.
- 6 Performance of medical/psychiatric consultation on patients from facilities other than NHH consistent with current Hospital policy;
- 7 Completion of all necessary documentation as required by TJC and CMS standards;
- 8 Responsibility for completing NHH's Incident Reports according to NHH policy;
- 9 Completion of all medical record documentation in the time frame required by the NHH's Medical Records Committee and Medical Staff by-laws;
- 10 Appear and testify in all court and administrative hearings as requested by the DHHS;
- 11 Develop and maintain positive relationships with NHH staff, patients, families, advocates, community providers and other interest groups vital to the functioning of the NHH and DHHS's system of care. In accomplishing this requirement, psychiatrists will adhere to the standards set forth in the NHH's Customer Service Guidelines for Physicians; and,
- 12 Performance of other duties as required which are consistent with the mission of the NHH.

C. **Hours of Work:** During their term of duty at the Hospital, all Dartmouth psychiatrists will work full time at the Hospital and will limit their practice to treating Hospital patients only. Notwithstanding the above, psychiatrists serving under this contract may perform occasional outside practice duties, with the advance written approval of the Chief Medical Officer and the NHH Chief Executive Officer, but only if said duties do not, in the sole judgment of the Chief Executive Officer, interfere with the psychiatrists' duties at the NHH.

D. **"Full-Time" Defined:** "Full-time" will mean that each staff psychiatrist will be required to account, through appropriate record-keeping as determined by NHH, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities, subject to the Dartmouth's normal and customary benefits as to vacation, personal leave, and sick leave. These minimum hours may be satisfied through hours devoted to work entirely within NHH or with a combination of at least 36 hours per week devoted to clinical activities at NHH and, at his or her discretion, 4 hours per week devoted to educational or research activities which further the mission and goals of NHH; these educational and research activities are to be performed with the prior knowledge and approval of both the NHH Chief Executive Officer and the Chief Medical Officer.

Contractor Initials: 
Date: 5/15/11

E. Other Clinical Personnel:

1 Residents/Post Graduate Fellows/Psychology trainees:

- a Responsibilities of the residents and fellows will be outlined, monitored, and reviewed by the Chief Medical Officer and the appropriate attending psychiatrist;
- b Responsibilities of the psychology and neuropsychology trainees will be outlined, monitored, and reviewed by the Chief Medical Officer and the appropriate attending faculty psychologist;
- c Responsibilities of Post Graduate Fellows will involve the advancement of the clinical initiatives underway at NHH under the supervision of the Chief Medical Officer.

2 Neuropsychologists: Responsibilities of the Neuropsychologists will include, but not be limited to, the administration and interpretation of neuropsychological testing and advancing research initiative in the area of sophisticated diagnostic services for those patients who present with complex neuropsychological impairments.

3 Psychiatric Advanced Registered Nurse Practitioners: Responsibilities of the Psychiatric Advanced Registered Nurse Practitioner will include, but not be limited to, performing advanced assessments, diagnosing, prescribing, administering, developing treatment regimes and providing consultation as appropriate.

F. Applied Clinical Research: Applied clinical research will be encouraged for the purpose of advancing the goals of the public mental health services system. This may include assessing the system's capacity, developing and/or refining clinical strategies and training clinical staff in emerging treatment technology. These research initiatives will seek and obtain appropriate financial support (federal, State and foundation) to continue to build on the existing research projects. Publication of the findings of this research will receive the widest possible dissemination in the services delivery system in New Hampshire and through conferences and special reports nationally and internationally.

At the present time, over 25 individual principal investigators lead the Department of Psychiatry's research effort, with funding from federal and private sources of nearly 25 million dollars per year. The diversity of existing applied research projects of Dartmouth investigators related to individuals with severe mental illness is delineated in some detail in the Executive Summary (Section 3.4) and in the Organizational Profile (Exhibit A-2, Section 3.5). As indicated there, the topics covered include the following: shared decision making; vocational rehabilitation/supported employment; optimal services for homeless people; integrated treatment for SMI and co-occurring substance use disorder; implementing evidence based practices; integration of psychiatric care into primary care settings; managing medical care in adults with SMI; psychosocial treatments for PTSD in adults with SMI; using evidence based practice for treatment of psychiatric disorders in children and adolescents; screening and treatment for HIV and hepatitis in adults with

Contractor Initials: 

Date: 5/18/11

SMI; cognitive rehabilitation; caring for traumatic brain injury; illness management and recovery programs; smoking cessation for adults with SMI; service research methodology; qualitative methods; medication development; and development of optimal treatment for first episode schizophrenia.

While the design of new research projects will occur during the period of the contract, Dartmouth anticipates, at a minimum, that the following areas of research, among others, directly related to patients treated at NHH, will occur during the initial two years of the contract:

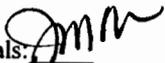
- 1 Cognitive remediation for severe mental illness (overseen by Dr. Susan McGurk)
- 2 New approaches to weight control and cardiometabolic fitness (overseen by Drs. Stephen Bartels and Sarah Pratt)
- 3 New medication development for SMI and for SMI with co-occurring substance use disorder (overseen by Drs. Alan Green, Mary Brunette and Douglas Noordsy)

As a component of its applied research program, Dartmouth will deploy Lebanon-based faculty experts for the purpose of teaching, assessing and improving the care of patients treated at NHH, and developing new applied clinical research projects. These experts will include, primarily, the Directors of the Mood Disorders Service (Dr. Paul Holtzheimer) and the Psychosis Service (Dr. Douglas Noordsy), although other clinical experts, such as the Directors of the Sleep Medicine Service (Dr. Michael Sateia) and the Addictions Service (Dr. Donald West) will also be available. These specialists, available to assist at NHH, will assess complex clinical cases, work with trainees and staff to ensure the incorporation of the latest advances in treatment, and establish new applied clinical research programs at NHH – aimed at benefitting patient care delivery. They (and other faculty at NHH) will be supported in their work by a Research Assistant to coordinate development and implementation of new applied research studies.

Note: While not funded by this contract, Dartmouth's other on-going applied research projects, as noted above, will also continue. Funding for these projects will be obtained from federal or foundation sources. The primary Dartmouth investigators involved in applied research projects are listed, and curriculum vitae are provided, in Section 3.8 – Personnel Resumes.

G. Removal from Contract:

- 1 After consultation with the Chairman of Dartmouth Medical School's Department of Psychiatry and the Chief Medical Officer, NHH's Chief Executive Officer will remove a staff psychiatrist, neuropsychologist, resident or other trainee for loss of medical staff privileges at NHH, revocation or suspension of his/her New Hampshire medical license, conviction of a felony or for cause including, but not limited to, misconduct, malfeasance or unsatisfactory work performance. If NHH's Chief Executive Officer removes a staff psychiatrist, neuropsychologist,

Contractor Initials: 
Date: 

resident or other trainee for cause, including those cited above, no additional payments shall be paid other than any accumulated leave. Where NHH's Chief Executive Officer terminates for other reasons, NHH will pay Dartmouth, beginning at the date of removal, the individual's then current compensation for the period of 90 days or the time remaining in the individual's contract, whichever is less.

- 2 After consultation with the Chairman of Dartmouth Medical School's Department of Psychiatry and the Chief Medical Officer, the NHH Chief Executive Officer may place a staff psychiatrist or resident on administrative leave with pay when NHH's Chief Executive Officer deems there is good cause and it is in the interest of NHH's interest to do so. Good cause will include, but not be limited to, malfeasance, insubordination, or like reasons. NHH's Chief Executive Officer will determine the term of such leave.
- 3 If a staff psychiatrist position becomes vacant for any reason, Dartmouth will notify NHH within 10 days of its intention to fill the position, and will seek to fill the position within 60 days of its notification to do so.

H. Facilities and Support Staff: Dartmouth understands that the DHHS shall provide staff physicians with adequate facilities and administrative support staff to fulfill the obligations under this Contract. Facilities will include, but not be limited to, office space and furnishings. Sufficient space to accomplish educational, training, and research missions will also be made available. Administrative support staff will include, but not be limited to, secretarial assistance.

I. Elective Components: Dartmouth recommends two "elective" components to assist in the delivery of optimal care to patients at the NHH. The budget documents indicate that costs associated with these components are elective.

- 1 **Program Assistant:** New Hampshire Hospital currently admits approximately 2,500 patients per year, with the number seemingly increasing every year despite the decreasing number of available beds (now numbering 175). Dartmouth recommends that this contract include a Program Assistant, to work closely with the Chief Medical Officer and the Chief Executive Officer, as well as the BBH Medical Director, to study and evaluate the flow of patients into and out of the hospital and to work toward the design of optimal care pathways for admitted patients. He/she will be expected to assess the constantly increasing admission rate, elucidate the forces that underpin this increasing rate, and make recommendations to decrease this trend. This individual will also assist in fulfilling the intent of the RFP "to jointly develop and improve an integrated mental health care system".
- 2 **Electronic Medical Record:** At present, Dartmouth-Hitchcock Medical Center (DHMC) is attempting to build an integrated system of health care for the region -- aimed at improving the health of the whole population. One essential element

Contractor Initials: *JMM*

Date: 5/18/14

that can enhance “systemness” involves an updated electronic medical record at regional clinical sites that can document care, provide decision support, collect and report process and outcome data, and allow ease of communication about patients with other clinical sites. Such an interconnected system, once developed, will enhance effective individual care through seamless provider communications (improving the general medical care of the population), put up-to-date research information in the hands of doctors and patients to enhance shared decision-making, and build intelligence into the system to allow providers to understand more about what is working well and where care can be improved. DHMC is currently implementing a highly sophisticated electronic medical record (EMR) system (EPIC), which will be interoperable with similar or other EMRs in the Dartmouth-Hitchcock region. Increasingly, EMRs will be essential for the delivery of quality care and to create “feedback loops” into the care as it is being delivered, thus allowing clinical organizations to improve care. Lack of an EMR at NHH has long been recognized as serious impediment to connecting the care delivered at NHH to the larger system of healthcare, and also, to fully understanding the care that it is being delivered and how it can be improved. Dartmouth’s EMR experts are willing to work with officials at DHHS and NHH help analyze the options that would allow an EMR to be placed at NHH. One such option might include extending the DHMC EPIC project to the NHH. **Note: No costs are assigned to this component at the present time. Dartmouth looks forward to discussing possible development of an EMR for NHH with appropriate State officials.**

5.2 Office of Medicaid Business and Policy – NH Medicaid Director

A and B. Scope of Work Personnel Requirements:

Dartmouth will provide DHHS with a full time (1.0 FTE) Medicaid Medical Director to comprehensively address the scope of services described in Section 5.2.

Doris Lotz, MD, MPH, presently holds this position and is committed to continuing under a new contract. She has over ten years of clinical practice and thirteen years as an administrative physician, is dually boarded in Emergency Medicine and Preventive Medicine, and has worked in both the private and public sectors focusing on quality improvement and the utilization management of health care.

As the current Medicaid Medical Director, Dr. Lotz is already engaged in all aspects of the Department’s policies and programs, playing a key leadership role in the implementation of several American Recovery and Reinvestment Act, Children’s Health Insurance Program Reauthorization Act (CHIPRA), and Affordable Care Act related initiatives, currently including the development of the CHIPRA Quality Strategy and an Accountable Care Organization pilot for children within the Dartmouth Hitchcock clinic system, among others. She provides leadership to the State’s clinical benefits management and quality assurance program and is actively engaged in the quality reporting and the development of a Medicaid report card. Previously, Dr. Lotz successfully led the design, procurement, contracting and implementation of

Contractor Initials: *JMM*

Date: *5/18/11*

the State's disease management program, the care coordination pilot program, and the development and implementation of the preferred drug list.

Dr. Lotz has demonstrated an ability to work with a wide variety of stakeholders. In her nine years as Medicaid Medical Director, she has been a frequent participant in state legislative and budget initiatives, statewide workgroups and numerous DHHS internal committees and projects. She has served on various legislative committees including an evaluation of the use of anti-hyperkinesia medications in children, exploring the opportunities of a 340B program for the state; currently sits on the Governor's Citizens' Health Initiative Medical Home workgroup and the Executive Council of the New Hampshire Medical Society; and is engaged in intradepartmental projects related to the appropriate use of child home services and the oversight of adults on antipsychotics.

Dr. Lotz is also recognized as an expert on the Medicaid program and presents the Medicaid perspective in her work on several national committees as well. She is currently serving as an invited member of Agency for Healthcare Research and Quality's Effective Health Care External Stakeholder panel and is the co-chairman of the National Quality Forum's Resource Use Measurement Steering Committee. She is the immediate past president of the AHRQ supported Medicaid Medical Director's Learning Network.

Dartmouth recognizes the importance of staying abreast of a rapidly changing health care delivery environment, and The Dartmouth Institute for Health Policy and Clinical Practice (i.e., The Dartmouth Institute or TDI) is at the forefront of health care reform. Dartmouth faculty members are expected to read, understand and take part in the emerging trends in clinical practice and research. As health care reform expands to cover more lives, Dartmouth looks forward to continuing to understand and serve the unique needs of those citizens of NH whose care is covered by Medicaid. To facilitate Dr. Lotz's work, Dartmouth will provide her with a faculty appointment in the Department of Psychiatry, as well as in the Department of Community and Family Medicine, and she will have an appointment as well in The Dartmouth Institute.

C. Essential Functions:

The Medicaid Medical Director will continue to provide the essential functions as noted in the RFP and as listed below:

1. Provides medical oversight of the state's publicly funded health insurance programs, making key policy decisions, and shaping administrative planning strategies to enhance the operating efficiency of Medicaid and CHIP and related healthcare initiatives across the state;
2. Directs the day-to-day operations of the bureau responsible for clinical programs, benefit management, and quality improvement activities. Also serves as chief clinical liaison to other state program units, insurance providers, and professional organizations;
3. Serves as the clinical authority in reviewing and determining requests for covered and uncovered medical services and pharmacy services. Participates in the development of procedural reimbursement policy;

Contractor Initials: 
Date: 5/12/14

4. Promotes and assures effective and efficient utilization of facilities and services using quality improvement methodologies. Oversees the development of a formal quality assurance and quality improvement function within the NH Medicaid program;
5. Identifies new developments and emerging trends in clinical practices and research that would have an impact on medical policy and/or costs, and recommend options and courses of action;
6. Works with diverse populations; displays an understanding of and respect for the value of diversity;
7. Within the context of implementation of the Affordable Care Act, provides leadership in the planning, Medicaid program response, development of health care delivery systems, clinical quality initiatives, and related policy issues;
8. Represents the Medicaid Director at meetings and other events as requested;
9. Analyzes proposed and new federal legislation related to benefits management and recommends options and courses of action;
10. Maintains and enforces policies, procedures, administrative rules, and State plan provisions that govern Medicaid medical benefits; and
11. Oversees the implementation of contracted services, maintaining working relationships with vendors, managing contractor deliverables and services, and measuring contractor performance.

D and E: Minimal and Desired Qualifications:

Dartmouth will provide DHHS with a Medicaid Medical Director who has at least the minimum qualifications noted in the RFP. Dr. Lotz, who is committed to continue to provide the service through Dartmouth, meets and exceeds all of the minimum qualifications and desired qualifications listed in sections 5.2 D and E. Indeed, Dartmouth's presentation of Dr. Lotz as the Medicaid Medical Director provides the DHHS with highly qualified, uninterrupted support for the entire scope of services and essential functions presented in this section of the RFP. Moreover, as noted above, Dartmouth proposes to hire a qualified Grant Writer/Program Analyst to work jointly on research projects with the Medicaid Medical Director and faculty from The Dartmouth Institute.

F through J: Dartmouth is prepared to be fully compliant with the remainder of the working environment and operation logistics discussed in 5.2.F through 5.2.J. with the following amendments:

Regarding Termination of Employment, Section 5.2.G.1.c: A notice will be provided in advance of termination and will be no less than 90 days prior to termination.

5.3 Division of Juvenile Justice Services – Psychiatrist

Overview and Personnel Requirements:

Dartmouth will provide a psychiatrist (1.0 FTE) for the Division for Juvenile Justice (JJ) Services. This psychiatrist will be Board Certified in adult and child psychiatry, who will have at

Contractor Initials: 
Date: 5/18/11

least five years experience in public sector psychiatry, an interest and experience in criminal justice, and also has the preferred personnel requirements listed in 5.3 C.

J. Eric Vance, MD currently serves in the role of psychiatrist for Juvenile Justice Services and he will continue in this work, should Dartmouth be awarded the contract. Dr. Vance brings outstanding qualifications to the position. He is Board Certified by the American Board of Psychiatry and Neurology in child and adolescent psychiatry and in adult psychiatry, and he has over 18 years of post-fellowship experience, practicing in both private and public sector settings, in community mental health centers and in institutional programs. He has specialized in working with youths in criminal justice settings, focusing on those with the most serious mental illness, including those with aggressive disorders, delinquency, and post-traumatic stress disorders. His clinical, administrative, teaching, and research interest has focused on building protective factors and resilience among the most disabled of youths and their families. He has studied and implemented a model of mental health care that is guided by this perspective. He is skilled at conducting trainings and working collaboratively with schools, law enforcement agencies, courts, child protection agencies, private mental health providers, and parent advocacy groups. Dr. Vance has been serving with distinction in his current capacity and is committed to continuing the work on a full time capacity through Dartmouth.

Dr. Vance is committed to continuing academic pursuits that further the aims of the Juvenile Justice System. He is dedicated to improving the outcomes of youths in the New Hampshire JJ System. His longstanding areas of expertise include the neurobiological basis of resilience, enhancement of resilience through specific interventions with high risk youths, the impact of trauma-focused cognitive behavioral therapy (TF-CBT) on mental health issues in the JJ population, and design of web-based assessment instruments to triage and develop intervention strategies for youths entering the JJ system.

Scope of Work:

Dartmouth will continue to provide a child psychiatrist who will direct clinical evaluation and psychiatric treatment of all referred youths in the Sununu Youth Services Center (SYSC), with medication evaluation and follow-up care, from weekly to monthly, including greater than one new psychiatric evaluation per week on an annual basis and who will remain available to nursing and clinical staff by phone and email during off hours. Clinical oversight will include regular clinical supervision and treatment plan oversight of allied mental health professionals at the SYSC. The psychiatrist will continue to assist the clinical and program administrators at SYSC to create programs and techniques to improve the quality of mental health care and rehabilitation to this very challenging population of youths, including promoting and facilitating the implementation and continuous improvement of evidence-based practices including interpersonal problem-solving skills, trauma-focused cognitive behavioral therapy, and dialectical behavioral therapy.

The Juvenile Justice (JJ) psychiatrist will continue in his capacity as a key trainer for all new Juvenile Probation and Parole Officers and direct care staff in the JJ system statewide, to familiarize them with key mental health issues in the JJ system, and techniques for assessment of risks and needs in the context of a resiliency-building model of care. He will continue to conduct trainings for various residential treatment services providers throughout the state, on topics of building resiliency in JJ youths served in residential care.

Contractor Initials: 
Date: 5/18/07

The JJ psychiatrist will foster improved inter-agency collaboration between DJJS services and other mental health agencies and NHH to enhance mental health services for adjudicated youth. This includes facilitating collaboration between human service agencies around the state, by serving as a consultant to existing interagency collaborative groups serving JJ youths. This includes facilitating collaboration between human service agencies around the state, in serving JJ youths. He will also continue to serve as a statewide consultant to field staff on youths with particularly complex mental health issues, to assure appropriate placement or development of psychiatric treatment recommendations. He will continue to work with Dartmouth faculty and technical staff towards establishment of a system for telepsychiatric consultation to remote areas of the state.

He will continue to interact and communicate on a regular basis with colleagues at New Hampshire Hospital to collaborate around mentally ill youths with juvenile justice involvement, and to minimize use of acute psychiatric hospital beds as much as possible. He will continue to serve as the primary clinical consultant to the Stabilization Unit at SYSC, designed to maintain and stabilize the most seriously challenged youths, in order to prevent long term hospitalization at NHH. In addition, he will continue to serve as liaison to statewide community-based organizations, such as school superintendents, residential treatment providers, the National Alliance for the Mentally Ill, local police departments, non-profit providers, interagency collaboratives, and youth development agencies, to train their memberships in the understanding of the needs and approaches to youths in the Juvenile Justice System.

Dr. Vance brings an affiliation with the Dartmouth Trauma Interventions Research Center. This skill and Dartmouth connection will allow him to continue to serve as the primary leader to implement trauma-informed services throughout the state juvenile justice system. This includes personally training and supervising several clinicians (both in the community and at SYSC) in the practice of Trauma-focused cognitive behavioral therapy (TF-CBT), as well as assisting and facilitating the adoption of trauma-informed practices within the state's residential treatment facilities, and family courts. Dr. Vance will also continue his leadership role in designing and implementing a web-based risk/needs assessment, to assist in streamlining workloads, and to automate tracking of individual youth intervention needs, as well as functional outcomes of the statewide JJ service system.

Dr Vance, along with the other contracted psychiatrists, will come under the administrative/clinical supervision of the Chief Medical Officer, Dr. David Folkes.

Work lines of responsibility and logistics:

Dartmouth is prepared to be fully compliant with the remainder of the working environment and operation logistics discussed in 5.3 D through 5.2.I. with the following amendment: Regarding Termination of Employment, Section 5.2.G.3: A notice will be provided in advance of termination and shall be no less than 90 days prior to termination.

Measurable outcomes:

The DJJS Staff Psychiatrist will measure and report the outcomes as listed in the RFP that are related to tracking his work. He will also work with others to develop a system for measuring

Contractor Initials: 
Date: 5/18/14

and monitoring patient outcome measures so that these can be reported in the future. The DJJS Staff psychiatrist will

- Document the number of comprehensive psychiatric evaluations, and units of psychiatric services provided annually in direct care to youths in the SYSC and Juvenile Justice System;
- Document the number of treatment team meetings and clinical consultations attended annually with multi-disciplinary team members at SYSC;
- Document the specific types and numbers of evidence-based treatment interventions implemented annually at SYSC;
- Document the number of teaching and supervision contacts annually with interns, residents, and fellows at SYSC;
- Document the number of youths consulted on annually by State of NH Juvenile Probation and Parole Officers and interagency collaborative teams; and
- Work with others in JJ to develop the infrastructure and methods to document, on an aggregate level, through web-based outcomes measures, the efficacy of services targeting PTSD, depression, substance abuse, and behavioral disorders among New Hampshire Juvenile Justice youths.

5.4 Bureau of Elderly and Adult Services (BEAS) – Medical Director

The BEAS Medical Director reports to the Director of the Bureau and provides consultative, educational, training, and programmatic assessment services. He meets with the Bureau Director every other week (bimonthly) in person or by phone to review ongoing programmatic, case specific, clinical, and policy issues identified by the Director. The BEAS Medical Director provides consultation and education services to Bureau personnel as requested including adult protective service workers and other personnel. In addition, he provides: a) consultation on development of new programmatic initiatives, evaluation of quality of care within long-term care and other contracted services, and on development of federal grant proposals and evaluation initiatives; and b) critical incident case reviews as requested by the Director and advises the Director on quality of care and clinical issues. The BEAS Medical Director also works with other state Medical Directors within the Department of Health and Human Services on issues that cross different bureaus as requested and provides educational or informational briefings as requested to subcommittees and state legislative officials.

The qualifications for the position of Medical Director for the Bureau of Elderly and Adult Services (BEAS) include Board Certification in Geriatric Medicine or Geriatric Psychiatry and expertise in clinical and policy issues related to aging, long-term care, health, and social services for older adults. Dr. Stephen Bartels, current BEAS Medical Director, or another qualified Geriatric Physician (TBA), selected jointly by the Chairman of the Dartmouth Department of Psychiatry and the Director of BEAS, will provide BEAS Medical Director Services. Dr. Bartels is Professor of Psychiatry, Professor of Community & Family Medicine at Dartmouth Medical School, and Professor of Health Policy at the Dartmouth Institute for Health Policy and Clinical Practice. He is also the Director of Dartmouth's Centers for Health for Aging, which includes the Dartmouth Center for Aging Research, the Northern New England Geriatric Education Center, and the Dartmouth Hitchcock Aging Resource Center. He has published over 130 peer

Contractor Initials: *JMM*

Date: *5/18/11*

reviewed articles and book chapters and has served in national leadership roles in the field of geriatrics. He is a past president of the American Association for Geriatric Psychiatry and founding Chair of Geriatric Mental Health Foundation. Dr. Bartels served as the expert consultant and author for the Older Adult Subcommittee Report for the President's New Freedom Commission on Mental Health. He has also testified before Congress and has participated in congressional briefings on aging and health policy and on funding for research on mental disorders in older persons. Dr. Bartels served as the Scientific Co-Director for SAMHSA's Older American's Substance Abuse and Mental Health Technical Assistance Center and is currently the Scientific Lead for SAMHSA's National Technical Assistance Center for the Older Adult Targeted Capacity Grant Program for Evidence Based Practice Implementation.

Dr. Bartels has an extensive background in long-term care policy, long-term care, and education and training of long-term care providers. In the role of BEAS Medical Director, Dr. Bartels has provided consultation to the Director on policy and planning issues; provided education and training to BEAS providers including Adult Protective Service Workers; assisted in reviewing and contributing to BEAS grant applications; represented the Bureau in testimony and briefings requested the NH State Legislature; provided critical incident case reviews; and reviewed and contributed to policies and procedures of programmatic initiatives by the Bureau.

As Dr. Bartels' work in the Dartmouth Centers on Aging has greatly expanded, Dartmouth expects to select a high-quality replacement for the position of BEAS Medical Director as soon as it is feasible. This replacement will be proposed by the Chairman of Dartmouth Psychiatry to the Director of BEAS, and will not occur without the Director's approval. Dr. Bartels will continue in his role as BEAS Medical Director until a suitable replacement is identified.

As requested in the RFP (5.5C), the Dartmouth BEAS Medical Director will:

- Provide medical oversight for all aspects of the Medicaid Program managed by BEAS, including the waiver program for seniors and adults with disabilities, assisting in key policy decisions, identifying partnering opportunities with other program areas, and shaping administrative planning strategies to enhance the program's operating efficiency and cost effectiveness;
- Serve as the clinical authority in reviewing requests for coverage of services not routinely offered, and providing clinical guidance to BEAS on all such responses as well as concerting on developing new service coverage to respond to needs or practices identified;
- Promote and assure effective and efficient utilization of facilities and services using quality improvement methodologies. He or she will oversee the development of a formal quality assurance and quality improvement function within BEAS;
- Identify new developments and emerging trends in clinical practice and research that will have an impact on clinical policy and/or costs and recommend options and courses of action;
- Identify program development opportunities within the implementation of the Patient Protection;
- Lead planning and development of program and policy changes within BEAS program areas throughout the implementation of ACA;
- Participate in the Technical Assistance Committee (TAC) that reviews clinical issues and initiatives within New Hampshire Nursing Facilities;

Contractor Initials: 

Date: 5/18/11

- Participate in the quality assurance initiative and Sentinel Event Reviews;
- Assist in the implementation of ACA by providing leadership in the planning and development of health care delivery systems, clinical quality initiatives and related policy issues;
- Provide educational training to BEAS personnel and external stakeholders; and
- Provide clinical expertise and medical consultation in BEAS grant writing and program evaluation.

5.5 Bureau of Developmental Services (BDS) – Medical Director/Psychiatric Consultant

Dartmouth will continue to provide DHHS with a trained, skilled, and dedicated Medical Director/Psychiatric Consultant for the Bureau of Developmental Services. This person will be trained in Child and Adult Psychiatry. This psychiatrist will have expertise and a special interest in working with patients who have developmental disabilities and autism spectrum disorders.

The role is currently being served by Jennifer McLaren MD who is committed to continue to provide these services as a Dartmouth faculty member. Dr. McLaren meets the desired qualifications listed in the RFP (5.6D) and will continue at the 0.4 FTE that is required in the contract.

Dr. McLaren came to Dartmouth as a trainee with an interest in the care of children and adults with developmental disabilities. Her adult and child psychiatry training allowed her to build skills in public sector care, learning from Dartmouth faculty in these settings. She was an outstanding trainee and Dartmouth and the State are fortunate that she has joined the Dartmouth faculty. Dr. McLaren demonstrates one of the important benefits of the State's commitment to partnering with Dartmouth and training psychiatric resident: some of the best residents get trained, develop skills, become interested in public sector psychiatry, and then stay on for their careers to serve the citizens of the State.

Essential Functions:

The Dartmouth psychiatrist in this role will provide a broad range of clinical services to children and adolescents who are enrolled in the state funded division of Special Medical Services, and medication management. In addition to children and adolescent services, the psychiatrist will work with the Bureau of Developmental Services providing psychiatric evaluations, consultations and medication management to adults with developmental disabilities who are enrolled in one of the ten Area Agencies across the state. The patients who are referred have complex medical and psychiatric needs; they are some of the most complicated and challenging patients in the state. Treatment of their psychiatric and behavioral issues improves their quality of life and allows them to thrive in the community setting. The consultations will aim at avoidance of hospitalization or more restrictive levels of care in preserving community placement for the adult clients. In addition to providing direct patient care, the psychiatrist will serve as an educational resource for healthcare providers throughout the state, offering instructive sessions on providing care to children, adolescents and adults with developmental disabilities.

Contractor Initials: *JMM*

Date: *5/11/11*

The psychiatrist will serve as the Chairperson of the Medication Review Committee for the Bureau of Developmental Services. This committee is responsible for reviewing the quality of medical care delivered to patients with developmental disabilities, specifically in regard to medication administration by area agencies and sub-contractor agencies. The psychiatrist will chair the monthly meeting of this committee, which plays a vital role in developing and implementing best practices and strategies to correct medication errors and avoid future medication errors. Dr. McLaren has worked with the state in a high-cost service review, focused on improving psychiatric and containing service costs for people with developmental disabilities.

In addition, Dr. McLaren has partnered with the Systemic, Therapeutic, Assessment, Respite and Treatment (START) Program whose goals are to provide collaborative, cost-effective support to adults with developmental disabilities and mental health problems. START focuses on a least restrictive model of care providing clinical assessments, as well as support and training for patients, families and providers. She will continue to assist the state-wide clinical evaluation team in providing assessment, clinical evaluations, education, and recommendations regarding patient care.

Initiatives planned for the future are:

- Exploit new technologies, such as telepsychiatry, using teleconferencing for delivery of further educational endeavors and local point of contact consultations (saving patient/provider travel); and
- Utilize telepsychiatry to partner with the Autism Spectrum Disorders Human Services Workgroup.

Measurable outcomes:

- Responding to all of the referrals for evaluations and consultations made through the area agencies, SMS and Child Development Clinics within the limits of the contracted FTE
- Chairing all of the Medication Committee meetings that are held;
- Responding to all other requests made by BDS within the limits of the contracted FTE

ADDENDUM:

Potential obstacles to success of the contract and proposals to overcome those obstacles:

In reviewing this RFP, Dartmouth has identified two issues that have the strong potential to block Dartmouth's ability to meet its obligations, should it be awarded the contract: Salary levels and number of general psychiatry positions at NHH. 1) Salaries have not kept pace with the local or regional market making recruitment next to impossible and retention difficult; 2) NHH staffing requires one more general psychiatrist beyond those in the RFP. The pace of admissions outstrips the staff's ability to cover for each other when they have vacation or sick leave and another psychiatrist is needed to meet the clinical demand.

- Salaries: Dartmouth salaries have not kept pace with the market, threatening Dartmouth's ability to recruit and retain physicians. New Hampshire has a shortage of qualified psychiatrists and salaries in the region have been increasing rapidly. Four years ago, Dartmouth and State leadership at NHH recognized this market dynamic and built into

Contractor Initials:

Date:

JMM
5/18/11

the current contract budget a series of 5% annual salary increases in an attempt to gradually move salaries into a competitive range. Unfortunately, the economic difficulties of 2008 led Dartmouth to freeze salaries for 2009 - 2010. Moreover, in July, 2010, when the Dartmouth salary freeze was lifted, salaries within the "Dartmouth contract" were frozen by the State. Thus, salaries of Dartmouth faculty and staff on the State contract have not changed since 2009, and the projected 5% annual salary increases did not occur. During this period, however, salaries provided to psychiatrists in the region have continued to increase, even faster than expected, despite the general economic difficulties. This year, our psychiatry residents about to finish their training are aware of the salary structure at the NH Department of Corrections (with markedly higher salaries than at NHH), and they are being offered starting salaries \$20,000 to \$40,000 higher than we can provide within the current "Dartmouth contract" at local hospitals and CMHCs. This has produced a serious situation: one well-regarded Dartmouth faculty member left NHH one year ago for a similar position (at Concord Hospital), but at a dramatically higher salary; other psychiatrists are likely to leave NHH due to salary issues; a highly desired psychiatrist who was offered a NHH position decided to work elsewhere in part due to salary; and other potential recruits have withdrawn their applications when told of the current salary range. In short, the current range is simply not competitive. Dartmouth will not be able to retain its current NHH and DHHS faculty, and it will not be able to recruit new faculty without addressing salaries. Thus, salaries as noted within the proposed budget have been adjusted to reflect realistic market conditions.

- NHH psychiatric staffing: The number of admissions to the three acute units at NHH continues to go up each year and can be expected to be about 2000/year in the coming years (out of 2500 total annual admissions to NHH). Two general psychiatrists staff each unit and work exceedingly hard to provide quality care to this high volume of patients. When volume was lower in the past, psychiatrists sharing a unit could cover for each other for vacations, family leave, or sick leave. This is no longer possible. NHH requires one psychiatrist more than is called for in the current RFP in order to provide care that is safe and reliable over time. Extreme physician stress from understaffing leads physicians to come to work when they should stay home sick, underuse needed leave time, and seek other employment, which would exacerbate the situation. The additional psychiatrist in Dartmouth's proposal, when hired, will meet the needs of the institution.

Elective Enhancements to the Contract

When considering its response to this RFP, Dartmouth has considered whether it could further assist DHHS beyond what is directly called for in the RFP itself, in this era of health care reform. Thus, as an elective addendum to its proposal, Dartmouth provides 5 potential elective enhancements:

- 1) NHH Program Assistant: Dartmouth recommends adding a Program Assistant to the staff working at NHH to assist the CEO and the Chief Medical Officer, in collaboration, potentially, with the BBH Medical Director, in further understanding the flow of patients into NHH and the development of optimal care pathways for admitted patients. Given the crush of patients to NHH (~2500 over the past year), and the decrease in bed capacity

Contractor Initials: 

Date: 5/15/11

over this time (now at 175 beds), having this person at NHH would greatly facilitate and improve its ability to deliver optimal care.

- 2) BBH Grant Writer/Program Analyst: Dartmouth recommends adding a Grant Writer/Program Analyst to the staff of BBH. This individual will work directly with the BBH Director and Medical Director on: a) writing grants that will allow BBH itself to get funding from private and federal sources to enhance its programs; and b) to do direct analysis of data (alone and in collaboration with Dartmouth faculty) to further understand the optimal delivery of care within the BBH network.
- 3) OMBP Grant Writer/Program Analyst: Dartmouth recommends adding a Grant Writer/Program Analyst to the staff of OMBP. This individual will work directly with the OMBP Director and Medicaid Medical Director on: a) writing grants applications that will allow OMBP to obtain funding from private and federal sources to enhance its programs; and 2) to perform program evaluation and data analyses under the direction of OMBP staff (alone and in collaboration with Dartmouth faculty) to further the optimization of care for individuals within the Medicaid program.
- 4) Dartmouth Faculty Consultant: Dartmouth recommends adding a 0.1 FTE faculty member of The Dartmouth Institute of Health Policy and Clinical Practice to assist BBH and OMBP in their work, especially related to new developments regarding health care reform. Ellen A. Meara, Ph.D., Associate Professor at The Dartmouth Institute, is recommended for this position, thus bringing the health care reform expertise of Dartmouth into the work of DHHS.
- 5) Electronic Medical Record development at NHH: At present, Dartmouth-Hitchcock Medical Center (DHMC), including its base in Lebanon and its system of care throughout NH, is developing a new, very sophisticated EMR system (EPIC). Increasingly, EMRs will be essential for the delivery of quality care and to create the "feedback loops" into the care as it is being delivery, thus allowing clinical organizations to measure and improve care delivery. Lack of an electronic medical record (EMR) at NHH has long been recognized as a serious impediment to delivery of optimal care and to linking that care to the wider system of health- and mental-health care. Dartmouth, working with the State, is willing to analyze available options, one of which is to extend the DHMC EPIC project to NHH.

Enhancing Dartmouth's Partnership with the State:

In this response to the RFP # 12-OCOM-PMAS-01, Dartmouth seeks to enhance its partnership with the State of New Hampshire for the delivery of the psychiatric and other medical services that it has done since 1987. As such, Dartmouth clearly recognizes the current financial difficulties faced by the State and by the country. At the same time, Dartmouth is aware of the need to raise salaries within the contract, and of elective enhancements that could improve the ability of the State to provide for the care of those citizens of NH with severe mental illness, as well as those insured under the NH Medicaid program. To facilitate its partnership in these trying times, Dartmouth agrees to reduce its standard "off-campus Facilities and Administration" rate (i.e., overhead) for the 5-year period of this contract (which is currently set at 26%) to 10%, as requested by the RFP.

Contractor Initials: 

Date: 5/18/11

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Payment for Physician Clinical and Administrative Services:

The State shall pay the Contractor an amount not to exceed of \$37,694,067.24 for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1 and Exhibit B-3, for the period of July 1, 2011 through June 30, 2016. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Each monthly invoice must distinctly identify and differentiate the expense components as charged to each of the seven (7) DHHS Bureaus for which services are provided; as follows:

- New Hampshire Hospital
- Office of Medicaid Business and Policy
- Bureau of Behavioral Health
- Bureau of Elderly and Adult Services
- Bureau of Developmental Services
- Division of Juvenile Justice Services
- Glencliff Home

Exhibits B-1 and B-2 identify the authorized costs and expenses pursuant to this Agreement.

Contractor Initials: 
Date: 5/18/10

SUMMARY SHEET FOR ALL BUDGET COMPONENTS

New Hampshire Department of Health and Human Services	
SUMMARY SHEET FOR ALL BUDGET COMPONENTS	
Bidder/Program Name: Trustees of Dartmouth College	
Budget Request for: Physician Clinical and Administrative Services	
Budget Period	
Line Item	Requested
New Hampshire Hospital	\$ 5,690,092.83
Office of Medicaid Business and Policy	\$ 299,097.88
Division for Juvenile Justice Services	\$ 307,747.00
Bureau of Elderly and Adult Services	\$ 12,562.00
Bureau of Developmental Services	\$ 119,512.80
Indirect Expense Rate:	10%
TOTAL	\$ 6,429,012.51

Contractor Initials: *JMM*
 Date: *5/18/10*

**EXHIBIT B-1.1
NEW HAMPSHIRE HOSPITAL**

New Hampshire Department of Health and Human Services						
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT						
Bidder/Program Name: Trustees of Dartmouth College						
Budget Request for: New Hampshire Hospital						
Budget Period						
Line Item	Program Funds Requested	State Program Funds Requested	Total			
Direct Expense Staffing:						
Salary	\$ 3,533,084.00	\$ 3,783,072.52	\$ 4,271,332.68	\$ 4,399,472.66	\$ 4,531,456.84	\$ 20,518,418.70
Fringe Benefits (36.5, 37.5, 38.5, 39.5, 40.5%)	\$ 1,256,575.66	\$ 1,383,426.20	\$ 1,606,907.22	\$ 1,697,797.89	\$ 1,792,695.79	\$ 7,737,402.76
Total Direct Expense Staffing	\$ 4,789,659.66	\$ 5,166,498.72	\$ 5,878,239.90	\$ 6,097,270.55	\$ 6,324,152.63	\$ 28,255,821.46
Direct Expense Other:						
Research	\$ 73,000.00	\$ 75,190.00	\$ 77,445.70	\$ 79,769.07	\$ 82,162.14	\$ 387,566.91
Professional Development	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 250,000.00
Travel	\$ 42,552.00	\$ 43,828.56	\$ 45,143.42	\$ 46,497.72	\$ 47,892.65	\$ 225,914.35
Program Development	\$ 106,500.00	\$ 109,695.00	\$ 112,985.85	\$ 116,375.43	\$ 119,866.69	\$ 565,422.96
Recruiting Expenses (includes relocation costs)	\$ 22,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 82,500.00
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 88,600.00	\$ 91,258.00	\$ 93,995.74	\$ 96,815.61	\$ 99,720.08	\$ 470,389.43
Total Direct Expense Other	\$ 383,152.00	\$ 384,971.56	\$ 394,570.71	\$ 404,457.83	\$ 414,641.56	\$ 1,981,793.66
Total Indirect Expense	\$ 517,281.17	\$ 555,147.03	\$ 627,281.06	\$ 650,172.84	\$ 673,879.42	\$ 3,023,761.51
Indirect Expense Rate (10%)						
TOTAL	\$ 5,690,492.83	\$ 6,106,671.31	\$ 6,900,091.67	\$ 7,151,901.22	\$ 7,412,673.61	\$ 33,261,376.63

Contractor Initials: *SM*
Date: 5/18/11

EXHIBIT B-1.2
OFFICE OF MEDICAID BUSINESS POLICY

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: Office of Medicaid Business and Policy

Budget Period

Line Item	SY12/13				SY14/15				SY15/16			
	Program Funds Requested											
Direct Expense Staffing:												
Salary	\$ 198,833.09	\$ 198,833.09	\$ 295,704.97	\$ 301,548.89	\$ 307,522.71	\$ 307,522.71	\$ 307,522.71	\$ 307,522.71	\$ 307,522.71	\$ 307,522.71	\$ 307,522.71	\$ 1,302,442.75
Fringe Benefits (36.5, 37.5, 38.5, 39.5, 40.5%)	\$ 72,574.08	\$ 74,562.41	\$ 113,846.41	\$ 119,111.81	\$ 124,546.70	\$ 124,546.70	\$ 124,546.70	\$ 124,546.70	\$ 124,546.70	\$ 124,546.70	\$ 124,546.70	\$ 504,641.41
Total Direct Expense Staffing	\$ 271,407.17	\$ 273,395.50	\$ 409,551.38	\$ 420,660.70	\$ 432,069.41	\$ 432,069.41	\$ 432,069.41	\$ 432,069.41	\$ 432,069.41	\$ 432,069.41	\$ 432,069.41	\$ 1,807,084.16
Direct Expense Other:												
Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00
Program Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruiting Expenses (includes relocation costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Expense Other	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00
Total Indirect Expense	\$ 27,190.72	\$ 27,389.55	\$ 41,005.14	\$ 42,116.07	\$ 43,256.94	\$ 43,256.94	\$ 43,256.94	\$ 43,256.94	\$ 43,256.94	\$ 43,256.94	\$ 43,256.94	\$ 180,958.42
Indirect Expense Rate (10%)												
TOTAL	\$ 299,097.88	\$ 301,285.05	\$ 451,056.52	\$ 462,776.77	\$ 475,826.35	\$ 475,826.35	\$ 475,826.35	\$ 475,826.35	\$ 475,826.35	\$ 475,826.35	\$ 475,826.35	\$ 1,990,542.58

Contractor Initials: *JMM*
Date: 5/28/11

**EXHIBIT B-1.3
DIVISION OF JUVENILE JUSTICE SERVICES**

New Hampshire Department of Health and Human Services	
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT	
Bidder/Program Name: Trustees of Dartmouth College	
Budget Request for: Division for Juvenile Justice Services	
	Budget Period
	Request
	Request
	Request
Direct Expense Staffing:	
Salary	\$ 198,000.00 \$ 203,940.00 \$ 210,058.20 \$ 216,359.95 \$ 222,850.74 \$ 1,051,208.89
Fringe Benefits (36.5, 37.5, 38.5, 39.5, 40.5%)	\$ 72,270.00 \$ 76,477.50 \$ 80,872.41 \$ 85,462.18 \$ 90,254.55 \$ 405,336.64
Total Direct Expense Staffing	\$ 270,270.00 \$ 280,417.50 \$ 290,930.61 \$ 301,822.12 \$ 313,105.30 \$ 1,456,545.53
Direct Expense Other:	
Research	\$ - \$ - \$ - \$ - \$ - \$ -
Professional Development	\$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 12,500.00
Travel	\$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 10,000.00
Program Development	\$ 5,000.00 \$ 5,150.00 \$ 5,304.50 \$ 5,463.64 \$ 5,627.54 \$ 26,545.68
Recruiting Expenses (includes relocation costs)	\$ - \$ 10,000.00 \$ 10,000.00 \$ 10,000.00 \$ 10,000.00 \$ 40,000.00
Equipment	\$ - \$ - \$ - \$ - \$ - \$ -
Subcontracts	\$ - \$ - \$ - \$ - \$ - \$ -
Other	\$ - \$ - \$ - \$ - \$ - \$ -
Total Direct Expense Other	\$ 9,500.00 \$ 19,650.00 \$ 19,804.50 \$ 19,963.64 \$ 20,127.54 \$ 89,045.68
Total Indirect Expense	\$ 27,977.00 \$ 30,006.75 \$ 31,073.51 \$ 32,178.58 \$ 33,323.28 \$ 154,559.12
Indirect Expense Rate (10%)	
TOTAL	\$ 307,747.00 \$ 330,074.25 \$ 341,808.62 \$ 355,964.34 \$ 366,556.12 \$ 1,700,150.33

Contractor Initials: *JMM*
Date: *5/18/16*

EXHIBIT B-1.4
BUREAU OF ELDERLY AND ADULT SERVICES

New Hampshire Department of Health and Human Services		Budget Period	
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT			
Bidder/Program Name: Trustees of Dartmouth College			
Budget Request for: Bureau of Elderly and Adult Services			
Line Item	Program	Request	Request
Direct Expense Staffing:			
Salary	\$ 8,000.00	\$ 8,240.00	\$ 8,487.20
Fringe Benefits (36.5, 37.5, 38.5, 39.5, 40.5%)	\$ 2,920.00	\$ 3,090.00	\$ 3,267.57
Total Direct Expense Staffing	\$ 10,920.00	\$ 11,330.00	\$ 11,754.77
Direct Expense Other:			
Research	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ -	\$ -
Travel	\$ 500.00	\$ 500.00	\$ 500.00
Program Development	\$ -	\$ -	\$ -
Recruiting Expenses (includes relocation costs)	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total Direct Expense Other	\$ 500.00	\$ 500.00	\$ 500.00
Total Indirect Expense	\$ 1,142.00	\$ 1,183.00	\$ 1,225.48
Indirect Expense Rate (10%)			
TOTAL	\$ 12,562.00	\$ 13,013.00	\$ 13,480.25
			\$ 14,465.79
			\$ 67,485.36

Contractor Initials: *JMM*
Date: *5/18/11*

EXHIBIT B-1.5
BUREAU OF DEVELOPMENTAL SERVICES

New Hampshire Department of Health and Human Services		Budget Period	
COMPLETE ONE BUDGET FORM FOR EACH COMPONENT			
Bidder/Program Name: Trustees of Dartmouth College			
Budget Request for: Bureau of Developmental Services			
Direct Expense Staffing:			
Salary	\$ 75,200.00	\$ 77,456.00	\$ 79,779.68
Fringe Benefits (36.5, 37.5, 38.5, 39.5, 40.5%)	\$ 27,448.00	\$ 29,046.00	\$ 30,715.18
Total Direct Expense Staffing	\$ 102,648.00	\$ 106,502.00	\$ 110,494.86
Direct Expense Other:			
Research	\$ -	\$ -	\$ -
Professional Development	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Travel	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Program Development	\$ -	\$ -	\$ -
Recruiting Expenses (includes relocation costs)	\$ -	\$ 7,500.00	\$ 7,500.00
Equipment	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total Direct Expense Other	\$ 6,000.00	\$ 13,500.00	\$ 13,500.00
Total Indirect Expense	\$ 10,864.80	\$ 12,000.20	\$ 12,399.49
Indirect Expense Rate (10%)			
TOTAL	\$ 119,512.80	\$ 132,002.20	\$ 136,394.34
			\$ 140,944.58
			\$ 145,658.43
			\$ 674,512.35

Contractor Initials: *JMM*
Date: *5/18/16*

EXHIBIT B-2
SUMMARY SHEET FOR ALL PERSONNEL COMPONENTS

Bidder/Program Name: Trustees of Dartmouth College		New Hampshire Department of Health and Human Services											
Budget Request for: Physician Clinical and Administrative Services		SUMMARY SHEET FOR ALL PERSONNEL COMPONENTS											
Component Title	FTE	Budget Period											
		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
New Hampshire Hospital	26.70	\$ 3,533,084.00	\$ 1,256,575.66	\$ 3,781,072.52	\$ 1,383,426.20	\$ 4,271,332.68	\$ 1,606,907.22	\$ 4,399,472.66	\$ 1,697,797.89	\$ 4,531,456.84	\$ 1,724,695.79	\$ 20,518,418.71	\$ 7,737,402.76
Office of Medicaid Business and Policy	2.05	\$ 198,833.09	\$ 72,574.08	\$ 198,833.09	\$ 74,562.41	\$ 295,704.97	\$ 113,846.41	\$ 301,548.89	\$ 119,111.81	\$ 307,522.71	\$ 124,546.70	\$ 1,302,442.75	\$ 504,641.41
Division for Juvenile Justice Services	1.00	\$ 198,000.00	\$ 72,270.00	\$ 203,940.00	\$ 76,477.50	\$ 210,058.20	\$ 80,872.41	\$ 216,359.95	\$ 85,462.18	\$ 222,850.74	\$ 90,254.55	\$ 1,051,208.89	\$ 405,336.64
Bureau of Elderly and Adult Services	0.03	\$ 8,000.00	\$ 2,920.00	\$ 8,240.00	\$ 3,090.00	\$ 8,487.20	\$ 3,267.57	\$ 8,741.82	\$ 3,453.02	\$ 9,004.07	\$ 3,646.65	\$ 42,473.09	\$ 16,377.24
Bureau of Developmental Services	0.40	\$ 75,200.00	\$ 27,448.00	\$ 77,456.00	\$ 29,046.00	\$ 79,779.68	\$ 30,715.18	\$ 82,173.07	\$ 32,458.36	\$ 84,638.26	\$ 34,278.50	\$ 399,247.01	\$ 153,946.04
TOTALS:	30.18	\$ 4,013,117.09	\$ 1,431,787.74	\$ 4,271,541.61	\$ 1,566,602.10	\$ 4,865,362.73	\$ 1,835,608.79	\$ 5,008,296.58	\$ 1,938,283.26	\$ 5,155,472.63	\$ 2,045,423.38	\$ 23,313,790.45	\$ 8,817,704.08

Contractor Initials: JMM
Date: 5/18/11

NH Department of Health and Human Services

STANDARD 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 Contractors 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 such 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 60 days 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 directly 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 thirty (30) 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, Trustees of Dartmouth College, with funds provided in part 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 governmental 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.

Contractor Initials: *JMM*
Date: 5/18/11

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

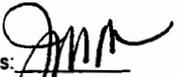
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth 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: Wherever 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 the 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: 
Date: 5/18/11

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, in whole or in part, are contingent upon the availability and continued appropriation of funds, including any subsequent changes to the appropriation or availability of funds affected by any legislative or executive action that decreases, eliminates, or otherwise alters the appropriation or availability of funding for the specific purposes of this contract, as provided for 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 such available appropriated funds. In the event of a reduction or termination of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or reduce services under this Agreement immediately upon giving the Contractor notice of such termination or reduction. 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.

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, 90 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.

Subparagraph 13 of the General Provisions of this Agreement is hereby amended to read:

Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, including, but not limited, to disclosure of any PHI in violation of this Agreement, the Covered Entity may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor's breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

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 of 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 5151-5160 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(c) 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 certificate 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 03301-6505

- (A) 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 employees 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;

Contractor Initials: JMM
Date: 5/18/11

- (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
 - (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).

(B) 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)

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

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

Trustees of Dartmouth College

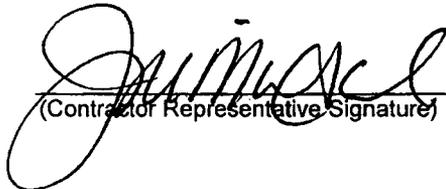
From: 7/1/2011 To: 6/30/2016

(Contractor Name)

(Period Covered by this Certification)

Jill Mortali, Executive Director

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

5/18/11

(Date)

Contractor Initials: 

Date: 5/18/11

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
*Socail 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: July 1, 2011 through June 30, 2016

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-1.)
(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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Handwritten Signature]

(Contractor Representative Signature)

Jill Mortali, Executive Director

(Authorized Contractor Representative Name & Title)

Trustees of Dartmouth College

(Contractor Name)

5/18/11

(Date)

NH Department of Health and Human Services

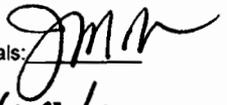
STANDARD EXHIBIT F

**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 transaction. 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 transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules 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 be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 5/18/11

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 Transactions," 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 of 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).

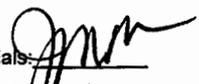
LOWER TIER COVERED TRANSACTIONS

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.

 _____ (Contractor Representative Signature)	Jill Mortali, Executive Director _____ (Authorized Contractor Representative Name & Title)
Trustees of Dartmouth College _____ (Contractor Name)	5/18/11 _____ (Date)

Contractor Initials: 
Date: 5/18/11

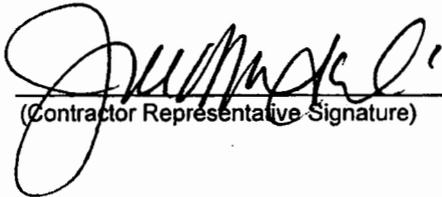
NH Department of Health and Human Services

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.



(Contractor Representative Signature)

Jill Mortali, Executive Director

(Authorized Contractor Representative Name & Title)

Trustees of Dartmouth College

(Contractor Name)

5/18/11

(Date)

Contractor Initials:

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.

(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 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.

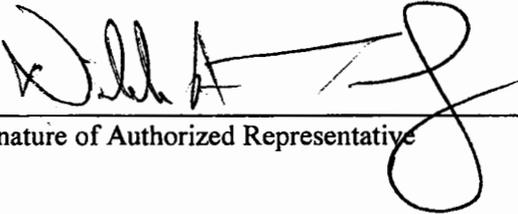
(6) **Miscellaneous**

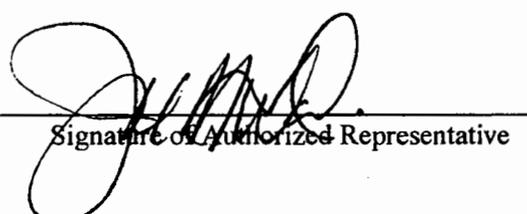
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section 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.
- 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.

Department of Health and Human Services
The State Agency Name

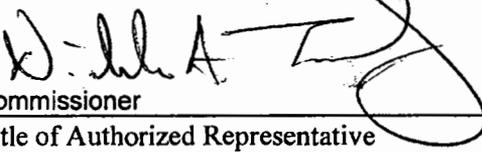
Trustees of Dartmouth College
Name of the Contractor

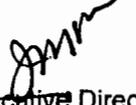

Signature of Authorized Representative


Signature of Authorized Representative

Nicholas A. Toumpas
Name of Authorized Representative

Jill Mortali
Name of Authorized Representative


Commissioner
Title of Authorized Representative


~~Executive~~ Director
Title of Authorized Representative

5/26/11
Date

5/18/11
Date

Contractor Initials: 
Date: 5/18/11

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.

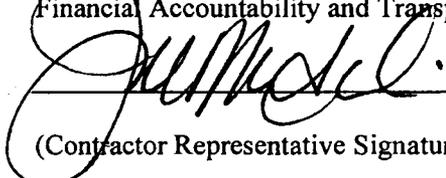
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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 Subaward 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.



Jill Mortali, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Trustees of Dartmouth College

(Contractor Name)

(Date)

Contractor initials: JMM
Date: 5/18/11
Page # 64 of Page # 65

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, subgrants, 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: _____

Contractor initials: AMM

Date: 5/18/2011

Page # 65 of Page # 65

Robert A. Murray, MD

CURRICULUM VITAE

BORN:

June 4, 1950—Woodbury, NJ

EDUCATION:

Honor Graduate, Vineland High School
Vineland, NJ Class of 1968

University of Pennsylvania,
Philadelphia, PA 1968-1972
BA in Chemistry, summa cum laude 1972
Phi Beta Kappa 1971

Hahnemann Medical College,
Philadelphia, PA 1974-1978, MD 1978
Alpha Omega Alpha, 1978

Internship at Pennsylvania Hospital,
Philadelphia, PA, June 18, 1978- July, 1979

Resident in Psychiatry, Institute of Pennsylvania Hospital,
Philadelphia, PA July, 1979- July, 1982

Awarded Certificate of Achievement in the treatment of
Adolescents by the Institute of Pennsylvania Hospital, 1982

PROFESSIONAL
ACTIVITIES:

Private practice of psychiatry with special focus on treatment
of adolescents and young adults at the Institute of Pennsylvania
Hospital, July 1982- October 1992

Employment at West Philadelphia Community Mental Health
Consortium, 1982- 1989

Staff psychiatrist at Larchwood Counseling Center,
Southwest Counseling Center and University City
Counseling Center, 1982- 1984 (part time)

Psychiatrist, Emergency Home Visiting Team
1984- 1989 (part time) Performed psychiatric
Evaluations and did short term crisis stabilization
treatment with an inner city population in their homes.

Employment at Mercy Catholic Medical Center Psychiatric Crisis Service, Misericordia Division, 1983- 1989 (part time)

Staff Psychiatrist at Lutheran Hospital Counseling Services, LaCrosse, Wisconsin. Duties included psychiatric evaluation of adolescents and adults, medication management, supervision of therapeutic staff, supervision of eating disorders program and community support program for the chronically mentally ill. October, 1992- August 1994

Medical Director of Community Support Services, Riverbend Community Mental Health Inc., Concord, NH. Supervision of two part-time psychiatrists and a psychiatric nurse practitioner. Psychiatric assessment and treatment of severely mentally ill patients in conjunction with a multidisciplinary team, clinical leadership, program planning and development. September, 1994- 2006

Medical Director, Riverbend Community Mental Health Inc., Concord, NH Overall supervision of all medical staff and clinical services. Clinical leadership, program planning and development for a large, innovative community mental health center. Also provided direct clinical care of adult patients with severe mental illness. Developed and inaugurated an ACT team. 2006- present

MEDICAL STAFF
AFFILIATIONS:

Concord Hospital, Concord, NH Psychiatry Department
1994- present

The Institute of Pennsylvania, Philadelphia, PA
Associate Psychiatrist, 1982-1990
Attending Psychiatrist, 1990-1994

Lutheran Hospital, Lacrosse, WI
1992-1994

Mercy Catholic Medical Center, Philadelphia, PA
1983-1989

BOARD CERTIFICATION: Adult Psychiatry, 1992

REFERENCES AVAILABLE UPON REQUEST

Joe Figueroa, RN-BSN

Education

MGH Institute of Health Professions, Cumulative GPA: 3.6
Master of Science in Nursing, Expected Date of Graduation: *May 2015*,
Bachelor of Science in Nursing, December 2013

Emmanuel College
Bachelor of Arts in Psychology, *May 2012*

Licensure and Certifications

RN License No. RN2292347, April 2014

BLS for the Health Care Provider
American Heart Association, *September 2014-2016*

Clinical Experience: Student Psychiatric Nurse Practitioner

Veteran's Affairs Medical Center - Manchester, NH
Jan. 2014-April 2014, Sept. 2014-Dec. 2014

- Assisted in medication management sessions, completed mental status exams, built therapeutic relationships, performed patient intakes, conducted psychopharmacological evaluations, engaged patients with psychotherapeutic techniques, and provided patient education regarding medication side effects on an adult outpatient psychiatric unit.

Merrimack Valley Counseling Associates - Nashua, NH
Sept. 2014-Dec. 2014

Assisted in medication management, child, and family psychotherapy sessions, completed mental status exams, built therapeutic alliances through psychodynamic therapy, conducted psychopharmacological evaluations, and engaged in patient and family psychoeducation regarding medication use and disease course in an outpatient setting.

Clinical Experience: Student Nurse

Newton-Wellesley Hospital,
Maternity, Oct. 2013-Dec. 2013

- Observed cesarean sections and vaginal births, provided care for patients in labor/delivery, post-partum and special nursery units. Assessed newborns, mothers in labor, and post partum patients. Administered medications and treatments to newborns, and assisted nurses with care for newborns undergoing observation and phototherapy for hyperbilirubinemia.

Massachusetts General Hospital
Ellison 17, Sept. 2013-Oct. 2013

- Provided care to the pediatric patient. Ages ranged from newborns to eight years. Administered medications and treatments. Interviewed parents, family members, other care providers and child to obtain accurate, detailed health history. Engaged in patient teaching with family and patients.

Ellison 19, Jan. 2013-May 2013

- Provided care to adult post-op thoracic patients. Provided nursing care assistance with ADL's, feeding, hygiene, and transfers; observed and maintained contact precautions; Medication administration of subcutaneous injections, IV, and P.O. drugs.

White 8, Sept. 2012-Dec. 2012

- Provided nursing care assistance with ADL's, feeding, hygiene, transfers on a general medicine floor.

Boston Housing Authority: Ausonia Apartments
Jan. 2013-May 2013

- Held community blood pressure clinics, home visits, and patient teaching on medication administration, nutrition, exercise, and hypertension for the elderly and disabled.

Lemuel Shattuck Hospital

Sept.2012-Dec.2012

- Built therapeutic relationships with patients suffering from schizophrenia, depression, bipolar, and personality disorders.

Professional Experience

MGH Institute of Health Professions

Teacher's Assistant, June 2014-May 2015

- Aided Professors of "Biobehavioral Principles and Theories" in the grading of assignments and management of student needs.

Greater Lawrence Family Health Center

Patient Service Representative, June 2013-Oct.2013

- Performed patient registration functions for new and existing patients, including the confirmation of appointments, updating of patient charts, and processing patient referrals.

Children's Hospital Boston

Research Assistant, Sept.2011-May 2012

- Assisted in the creation of questionnaires designed to extract information from medical professionals on the prescribing of anti-depressants to children with CF, distributed by the Cystic Fibrosis Foundation. Assisted with data collection and creation of figures. Critical evaluation of current protocols and data in current literature.

Emmanuel College

Researcher Assistant, Jan.2010-May 2012

- Investigated questions centered around brain plasticity during Neurodegenerative disease progression. Training included perfusion, brain sectioning, Immunohistochemistry, and morphological quantification using Image J software program. Critically evaluated current protocols and data in literature.

Student Teacher, Jan.2011-May 2012

- Instructed students enrolled in Physiological Bases of Behavior class in a weekly literature reading

Volunteer Experience

Saints Constantine and Helen Greek Orthodox Church

Sept.2008-current.

- Assisted with food serving, transportation of materials and set up for the annual Greek festival.

Honors and Awards

- Sigma Theta Tau International, *March.2015*
- MGH Institute Scholarship, *Sept.2012-May 2013*
- Emmanuel College Faculty-Student Research Funding Award, *May 2011-Aug.2011*
- Stephen Phillips Memorial Scholarship, *Sept.2008-May 2012*

PUBLICATIONS

Cornett, A., Sucic, J., Hillsburg, D., Cyr, L., Johnson, C., Polanco, A., Figueroa J.*, Cabine, K., Russo, N., Sturtevant, A., Jarvinen, M.K. (2011) Altered glial gene expression, density, and architecture in the visual cortex upon retinal degeneration. *Brain Research*, doi:10.1016/j.brainres.2011.09.011.

SKILLS Conversational Spanish, Managing VAMC EMR