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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
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Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

July 14, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a contract with Trustees of Dartmouth College, Purchase Order # 1032588 Vendor # 177157-B013, 11 Rope Ferry Road, #6210, Hanover, NH 03755-1404, by increasing the Price Limitation by \$392,009 from \$438,610 to an amount not to exceed \$830,619 to provide infectious disease medical epidemiologist support, and extend the Completion Date from August 31, 2015 to June 30, 2017, effective September 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on September 4, 2013, Item #56. 85.38% Federal and 14.62% General.

Funding is available in the accounts listed below; pending legislative approval of the next biennial budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 14	102-500731	Contracts for Prog Svc	90077700	91,377.00	0	91,377.00
SFY 15	102-500731	Contracts for Prog Svc	90077700	109,652.50	0	109,652.50
SFY 16	102-500731	Contracts for Prog Svc	90077700	18,275.50	91,378.00	109,653.50
SFY 17	102-500731	Contracts for Prog Svc	90077700	0	109,653.00	109,653.00
			Sub Total	\$219,610.00	\$201,031.00	\$420,296.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 14	102-500731	Contracts for Prog Svc	90077021	91,377.00	0	91,377.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	109,652.50	0	109,652.50
SFY 16	102-500731	Contracts for Prog Svc	90077410	18,275.50	86,808.00	105,083.50
SFY 17	102-500731	Contracts for Prog Svc	90077410	0	104,170.00	104,170.00
			Sub Total	\$219,610.00	\$190,978.00	\$410,243.00
			TOTAL	\$438,610.00	\$392,009.00	\$830,619.00

EXPLANATION

Funds in this agreement will be used to provide an infectious disease medical and epidemiology expert who will provide consultation in healthcare system preparedness and infectious disease outbreak management. The Trustees of Dartmouth College is the sole academic institution with an affiliated medical center in New Hampshire, and was specified as the contracted work performer for these activities in the federal grant application that was approved and awarded. Because of Dartmouth's unique ability within New Hampshire to provide this service, this joint appointment benefits both the Trustees of Dartmouth College and the Division of Public Health Services (DPHS) by providing both facilities a medical professional with a valid New Hampshire medical license who is board certified in infectious disease. This individual provides medical epidemiological support for both the State public health initiatives and for the academic setting.

To the benefit of both agencies, this medical advisor will: assist with healthcare system emergency response planning, conduct epidemiological studies to determine causes of infectious disease transmission, assist the DPHS staff in developing research projects and mentor staff to successfully implement and publish research projects. The medical advisor will also: develop and deliver training and educational materials and sessions as needed for State endeavors including the Office of the Governor, the Legislature, Department of Health and Human Services, the Division of Public Health Services and statewide medical providers; and routinely serve as one of two physicians providing weekend and holiday emergency physician coverage for urgent public health issues.

Should Governor and Executive Council not authorize this Request, the ability of the Division of Public Health Services to effectively manage outbreaks of infectious disease and the capacity to provide clinical outreach and education on infectious disease readiness would be significantly diminished.

As referenced in the original letter approved by Governor and Council, and in the Exhibit C-1 of the contract, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. In order to align the contract project term with the Federal grant year term, the Department is only exercising 22 months of this option.

Over the term of the original contract, the vendor has consistently and successfully met the contract deliverables on a timely basis. The following performance measures will be used to measure the effectiveness of the agreements as follows:

- Complete 90% of infectious disease medical epidemiologist consultation requests made by DPHS within a 24 hour time period.
- Participate in 90% of the Outbreak Team meetings.
- Deliver 100% of the didactic presentations with DPHS staff.
- Participate in 100% of the DPHS Incident Management Team drills and actual events.
- Respond to 100% of high priority requests by media, healthcare providers or the general public within a 24 hour time period.

Area served: Statewide.

Source of Funds: 85.38% Federal Funds from Centers for Disease Control and Prevention and 14.62% General Funds.

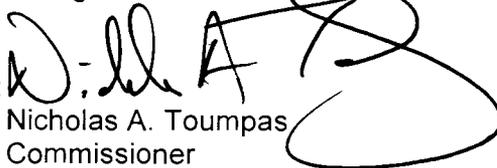
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Infectious Disease Medical Epidemiologist Support Contract**

This 1st Amendment to the Infectious Disease Medical Epidemiologist Support contract (hereinafter referred to as "Amendment One") dated this 2nd day of July, 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 Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road, #6210, Hanover, NH 03755-1404.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 4, 2013, Item #56, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2017.
2. Amend Form P-37, Block 1.8, to read \$830,619.
3. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9558.
5. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
6. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
7. Delete Exhibit C in its entirety and replace with Exhibit C Amendment #1.
8. Add Exhibit C-1 Revisions to General Provisions.
9. Delete Exhibit G in its entirety and replace with Exhibit G Amendment #1.
10. Delete Exhibit I in its entirety and replace with Exhibit I Amendment #1.
11. Amend Budget to add:
 - Exhibit B-1 Amendment #1 Budget SFY 2016
 - Exhibit B-1 Amendment #1 Budget SFY 2017

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

7/17/15

Date

[Signature]
Brook Dupee
Bureau Chief

Trustees of Dartmouth College

7/13/15
Date

Christine Bothe
Name: **Christine Bothe**
Title: **Associate Director**
Office of Sponsored Projects

Acknowledgement:

State of New Hampshire County of Grafton on July 13, 2015, 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.

Heather A. Arnold
Signature of Notary Public or Justice of the Peace
HEATHER A. ARNOLD
Notary Public - New Hampshire
My Commission Expires

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 10, 2016

Contractor Initials: CB
Date: 7/13/15

New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.
OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. York
Title: Attorney

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 Initials: GB
Date: 7/13/15



Exhibit A Amendment #1

SCOPE OF SERVICES

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Required Services

The Contractor shall:

- 2.1. On behalf of the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), the contractor, herein referred to as the Trustees at Dartmouth College Infectious Disease Medical Epidemiologist Advisor (ID-MEA), shall assist the State of New Hampshire through its DHHS and statewide healthcare system partners in strengthening healthcare system preparedness (HSP) and public health emergency preparedness (PHEP) capacity.
- 2.2. The ID-MEA will serve in the primary role as an infectious disease medical epidemiologist support and subject matter expert in supporting the Bureau of Infectious Disease Control (BIDC) within DPHS. This role may be shared and services supported among qualified individuals at the Trustees of Dartmouth College:
 - 2.2.1. The individual(s) must be eligible for and hold a valid New Hampshire medical license.
 - 2.2.2. The individual(s) must have completed training in infectious disease as documented through completion or current enrollment in an infectious disease fellowship or similar credentialing program.
 - 2.2.3. Preference is for a physician who has completed Masters in Public Health degree, Accredited/Preventative Occupational Medical Residency program or a Center's for Disease Control and Prevention (CDC) Epidemic Intelligence Service certification.
 - 2.2.4. Preference is also requested for a physician who has excellent writing skills as demonstrated by the successful publication of manuscripts and research articles.
- 2.3. The ID-MEA shall be physically present at the DPHS Concord office location a minimum of eight times monthly. Supplies, office equipment, computer and travel to



Exhibit A Amendment #1

conferences/meetings of public health relevance will be provided and funds paid by DHHS if requested by DHHS for ID-MEA to travel.

- 2.4. The ID-MEA shall be physically present at Dartmouth Hitchcock Medical Center (DHMC) one (1) day per week on Tuesday on clinical service. For clinical service duties, the ID-MEA is under the supervision of the Chief of Infectious Disease at DHMC. The additional duties at DHMC are included but not limited to:
 - 2.4.1. Serve as liaison for HSP and PHEP including healthcare coalition development.
 - 2.4.2. Consult for Dartmouth Medical School academic center of excellence activities.
 - 2.4.3. Attend scheduled duties on the DHMC Infectious Disease (ID) clinical service. The scheduled dates of service shall be provided in advance to DPHS and the role of ID-MEA coverage coordinated with DPHS as needed. The plan will be specific to the response of an active incident or emerging public health issue warranting the expertise of the ID-MEA or alternate physician to support the response.
- 2.5. The specific ID-MEA duties are outlined in this section. The oversight of the duties will be the responsibility of the BDC Chief or designee:
 - 2.5.1. Plan and conduct epidemiological studies to determine incidence and potential causes of infectious disease transmission.
 - 2.5.2. Assist the DPHS staff in developing research projects and mentor staff on skills to successfully implement research projects.
 - 2.5.3. Respond to requests from the media, healthcare providers, the general public and others as appropriate to inform, investigate and recommend the strategies for disease control measures and public health emergency response.
 - 2.5.4. Serve as a liaison for federal and state agencies as requested by the State Epidemiologist or BDC Chief.
 - 2.5.5. Direct field investigations and oversee analysis of public health investigations as needed.
 - 2.5.6. Attend weekly Outbreak Team meetings and present a minimum of 6 didactic presentations to DPHS during a twelve month period.
 - 2.5.7. Provide technical assistance and consultation to BDC staff at mutually agreed upon times on surveillance, disease control and outbreak response.
 - 2.5.8. Serve as a technical information resource to the Director of DPHS. This may include the development of policies and procedures and the advancement of quality improvement initiatives and the advancement of research in DPHS.
 - 2.5.9. Co-Chair the Communicable Disease Epidemic Control Committee meetings to be held at a minimum quarterly during a twelve month period.



Exhibit A Amendment #1

- 2.5.10. Serve as a subject matter expert and consultant in infectious disease and epidemiology to healthcare system partners, the Office of the Governor and the Legislature.
- 2.5.11. Participate in the physician on call schedule for after-hours weekend and holiday coverage, not inclusive of the time described in I.A.2.
- 2.5.12. Assist with the writing and implementation of HSP and PHEP plans.
- 2.5.13. Serve as a medical subject matter expert as part of the DPHS Incident Management Team. Participate in drills and respond to actual events.
- 2.5.14. Assist with organization of and participation in relevant infectious disease and public health conferences as requested by DPHS.

3. Reporting Requirements

- 3.1. The ID-MEA shall submit to the DHHS/DPHS Bureau of Infectious Disease Control Chief, the following data to monitor program performance:
 - 3.1.1. Quarterly reports on program activities and plans for the upcoming quarter, in a format developed and approved by DHHS/DPHS. Reports will be due 30 days following the end of each calendar quarter and include the following:
 - a. Narrative of work in process during the past quarter;
 - b. Narrative of work in process and plans for the upcoming quarter, including challenges and/or barriers to completing requirements as described in this Exhibit A;
 - c. Documented achievements and work linked to HSP and PHEP national capabilities standards as appropriate.
 - 3.1.2. Final cumulative report on program activities and accomplishments, in a format developed and approved by DHHS/DPHS. Report will be due 45 days following the end of contract term.

4. Performance Measures

- 4.1. Complete 90% of infectious disease medical epidemiologist consultation requests made by DPHS within a 24 hour time period.
- 4.2. Participate in 90% of the Outbreak Team meetings.
- 4.3. Deliver 100% of the didactic presentations with DPHS staff.
- 4.4. Participate in 100% of the DPHS Incident Management Team drills and actual events.
- 4.5. Respond to 100% of high priority requests by media, healthcare providers or the general public within a 24 hour time period.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1) Funding Sources:

\$201,031 = 100% federal funds from the U.S. Department of Health and Human Services, Secretary for Preparedness and Response, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535;

\$190,978 = 70% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535; and 30% General Funds.

\$392,009 = Total

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth 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 final invoice shall be due to the State no later than forty (40) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) This is a cost-reimbursement contract. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 Amendment #1 SFY 2016 and SFY 2017 Budgets, and reimbursement shall be made monthly based on actual costs incurred during the previous month. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials CB



Exhibit B Amendment #1

- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

- 7) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers and Exhibit B-1 Budgets, within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Amendment #1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: TRUSTEES OF DARTMOUTH COLLEGE

Infectious Disease Medical Epidemiologist
Budget Request for: Support
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$146,507.27	\$ 14,650.73	\$ 161,158.00	
2. Employee Benefits	\$45,228.15	\$ 4,522.82	\$ 49,750.97	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,649.12	\$ 264.92	\$ 2,914.04	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 194,384.54	\$ 19,438.46	\$ 213,823.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: CB

Date: 7/13/15



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **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.
- 9.1. **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.
- 9.2. **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.
10. **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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **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.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



-
- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 - 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

CB
7/13/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

CB

Date

7/13/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Trustees of Dartmouth College

7/13/15
Date

Christine Bothe
Name:
Title: **Christine Bothe
Associate Director
Office of Sponsored Projects**

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

B

Date

7/13/15



HEALTH INSURANCE PORTABILITY 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 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.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I Amendment #1

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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



Exhibit I Amendment #1

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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (l). 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



Exhibit I Amendment #1

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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



Exhibit I Amendment #1

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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

CB

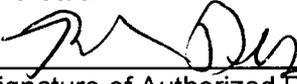
7/13/15

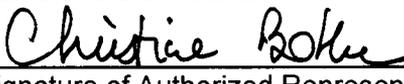


Exhibit I Amendment #1

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), 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

 Signature of Authorized Representative
 Brook Dupee
 Name of Authorized Representative
 Bureau Chief
 Title of Authorized Representative
 7/17/15
 Date

Trustees of Dartmouth College
 Name of the Contractor

 Signature of Authorized Representative
Christine Bothe
Associate Director
Office of Sponsored Projects
 Name of Authorized Representative
 Title of Authorized Representative
 7/13/15
 Date

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 "William M. 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>.

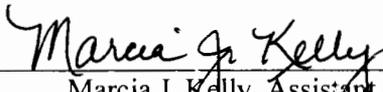
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

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 13th day of July, 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.

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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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	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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Dartmouth College

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

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

Dartmouth College Mission

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

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

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

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

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
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June 30, 2014

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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
Auxiliaries	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
Auxiliaries	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)

	Academic & Student Programs		General Institutional Services				Total Expenses	
	Sponsored Programs	Administrative Support	Facilities Operation & Maintenance	Development	Total	Auxiliaries	2014	2013
Salaries and wages	\$ 234,535	\$ 56,287	\$ 18,149	\$ 18,303	\$ 64,833	\$ 14,149	\$ 349,404	\$ 390,991
Employee benefits	86,650	15,735	9,273	6,015	21,354	4,689	122,428	124,583
Fellowships and student support	10,908	3,620	-	-	-	490	15,018	14,672
Materials, equipment, and supplies	34,517	9,040	7,746	2,052	11,550	16,860	71,967	72,102
Purchased services	44,905	39,550	6,792	1,986	6,722	9,517	109,472	110,248
Utilities, leases, and occupancy	-	-	-	41,724	-	7,849	49,573	47,045
Depreciation	40,261	-	2,772	5,381	47	9,760	58,221	57,447
Lodging, travel, and similar costs	21,093	2,813	1,037	66	3,129	239	27,274	29,094
Interest and amortization	-	-	-	21,953	-	1,417	24,370	24,134
Other expenses	3,320	263	1,250	100	369	181	5,383	4,657
	470,889	127,308	56,891	98,426	35,245	65,151	853,110	835,273
Facilities operation & maintenance	74,895	-	4,935	(98,426)	88	18,508	-	-
Total expenses for FY14	\$ 544,984	\$ 127,308	\$ 61,826	\$ -	\$ 35,333	\$ 83,659	\$ 853,110	\$ 835,273
Total expenses for FY13	\$ 534,885	\$ 128,000	\$ 60,082	\$ -	\$ 32,446	\$ 79,860	\$ 92,528	\$ 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	<u>(39,445)</u>	<u>(66,046)</u>
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.

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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.

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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.

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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.

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Notes to Financial Statements
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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	<u>6,846</u>	<u>11,105</u>
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	<u>5,038</u>	<u>1,531</u>
Gross pledges receivable	\$ 108,407	\$ 109,476
Less: present value discount	(3,700)	(3,083)
Less: allowance for uncollectible pledges	<u>(7,449)</u>	<u>(11,682)</u>
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	<u>886,760</u>	<u>810,454</u>
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.

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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.

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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

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	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.

<u>Valuation Technique</u>	<u>Fair Value¹</u>	<u>Unobservable Inputs</u>	<u>Input Value(s)</u>
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.

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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	<u>\$ 80,372</u>	<u>\$ (103,193)</u>	<u>\$ 483</u>	<u>\$ (1,632)</u>	<u>\$ (1,434)</u>

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.

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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	108,417	350,097	1,595	460,109
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	2,921	(3,446)	2,785	2,260
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	25,848	80,972	1,058	107,878
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	7,878	(11,591)	3,594	(119)
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	1,036,651	82,036	-	1,118,687
Total endowment net assets	<u>\$ 1,036,651</u>	<u>\$ 2,307,195</u>	<u>\$ 1,124,373</u>	<u>\$ 4,468,219</u>

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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>

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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			<u>\$ 1,113,333</u>	<u>\$ 1,126,787</u>

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.

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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>766,409</u>
Total	<u>\$ 1,109,088</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.

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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.

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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).

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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)	\$ (2,222)	\$ (115,478)	\$ (117,700)	\$ 41,664

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	\$ 897	\$ 122,555	\$ 3,777	\$ 127,229

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	\$ 649	\$ 109,370	\$ 3,912	\$ 113,931

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	\$ 3,777

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	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.

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I. **Other Operating Income**

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

	<u>2014</u>	<u>2013</u>
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	<u>49,602</u>	<u>33,741</u>
Total other operating income	<u>\$ 152,556</u>	<u>\$ 131,745</u>

J. **Net Assets**

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

	<u>2014</u>			<u>Total</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	
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	<u>1,036,651</u>	<u>2,307,195</u>	<u>1,124,373</u>	<u>4,468,219</u>
Total net assets	<u>\$ 1,349,963</u>	<u>\$ 2,561,992</u>	<u>\$ 1,179,995</u>	<u>\$ 5,091,950</u>

	<u>2013</u>			<u>Total</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	
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	<u>894,595</u>	<u>1,854,632</u>	<u>984,369</u>	<u>3,733,596</u>
Total net assets	<u>\$ 1,258,727</u>	<u>\$ 2,101,508</u>	<u>\$ 1,051,455</u>	<u>\$ 4,411,690</u>

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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	450000977	66,086
93.242	Butler Hospital	9064-8340	6,969
93.242	Howard University	632201-H000036	(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	22,618
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	9,362
93.395	Fred Hutchinson Cancer Research Center	0000789863-207806	801
93.395	Fred Hutchinson Cancer Research Center	0000799972	756
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	S884537	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	PO#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	6147954/RFS2013101	8,206
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	7260sc	43,071
93.879	Indiana University	IN4687237DC	165,764
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	Z10Z11	(669)
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		<u>11,850,904</u>
	U.S. Department of Health and Human Services total		<u>98,943,974</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
National Science Foundation:			
	Direct awards (47.RD)		9,724,532
Subagreements:			
47.041	Norwich Technologies	N/A	36,939
47.050	Boston University	GC17692NGA	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	10316816	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	00003416	106,761
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	516,196
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	Securborator, 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	5710002466	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	00123736	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	26-3001-82-61	(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	1,675
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)	E12PC00064	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>286,526</u>
Other Sponsored Programs:			
American Recovery and Reinvestment Act:			
93.000	ICF Macro	635243-10S-1567	135,704
93.702	Nat'l Center for Research Resources (NCRR)	C06RR030432	2,529,853
93.UNK	Booz Allen Hamilton, Inc.	101311SB23	<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	<u>130,630</u>
Subtotal of 93.127			<u>249,119</u>
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	<u>26,085</u>
Subtotal of 93.398			<u>105,813</u>
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)	F32NS064637	<u>(1)</u>
Subtotal of 93.853			<u>38,779</u>
93.855	Nat'l Inst of Allergy & Infectious Diseases (NIAID)	R13A1106495	1,898
93.867	National Eye Institute (NEI)	F32EY023165	50,176
93.918	Health Resources & Svcs Admin (HRSA)	H76HA00812	369,466
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)	D43TW006807	307,683
93.989	John E. Fogarty International Center (FIC)	D43TW009573	153,008
93.989	John E. Fogarty International Center (FIC)	R25TW007693	<u>210,398</u>
Subtotal of 93.989			<u>671,089</u>
93.UNK	Health Resources & Svcs Admin (HRSA) (Non LOC)	HSH250201200022C	360,574
93.UNK	Nat'l Library of Medicine (NLM)	HHSN276201300129P	<u>9,091</u>
Subtotal			<u>13,742,971</u>
Subagreements:			
93.000	NH Div of Public Health Services	1026040	27,139
93.000	NH Div of Public Health Services	SFY2013	<u>(1,401)</u>
Subtotal of 93.000			<u>25,738</u>
93.067	Les Centres Gheskio	N/A	22,393
93.067	Les Centres Gheskio	N/A	<u>61,588</u>
Subtotal of 93.067			<u>83,981</u>
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	<u>17,656</u>
Subtotal of 93.136			<u>4,774</u>
93.145	University of Massachusetts Memorial Medical Ctr	6144040-ETC-06	(1)
93.145	University of Massachusetts Memorial Medical Ctr	WA00120885-ETC08	<u>61,688</u>
Subtotal of 93.145			<u>61,687</u>
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	<u>633,499</u>
Subtotal of 93.283			<u>904,098</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
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
47.076	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	26,999
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	(6,144)
27.011	White River Junction VA Medical Center	405-C37383	7,278
27.011	White River Junction VA Medical Center	405C37411	16,436
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>792,582</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	<u>3,735</u>
	Subtotal		<u>3,735</u>
Subagreements:			
12.431	University of Illinois	2013-00635-01 (A0342)	<u>12,101</u>
	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)	EQIP 2008 741428130C4	<u>9,062</u>
	Subtotal		<u>26,539</u>
Subagreements:			
10.914	Natural Resources Conservation Service	721428070BP	<u>38,090</u>
	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	<u>143,713</u>
	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	<u>26,066</u>
	Subtotal of 45.024		<u>60,591</u>
45.301	Institute of Museum and Library Services	MA-30-13-0480-13	<u>27,096</u>
	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	<u>8,500</u>
	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	<u>120,510</u>
	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	<u>850,005</u>
	Subtotal		<u>998,902</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.

A handwritten signature in cursive script that reads "Jill Mortali".

Jill Mortali
Director, Office of Sponsored Projects

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ANTONIA L. ALTOMARE, DO, MPH

Antonia.L.Altomare@Hitchcock.org

EDUCATION **The Dartmouth Institute for Health Policy and Clinical Practice**
Geisel School of Medicine at Dartmouth, Lebanon, New Hampshire
Master of Public Health, June 2013

New York College of Osteopathic Medicine of New York Institute of Technology, Old Westbury, New York
Doctor of Osteopathic Medicine, May 2007

Drew University, Madison, New Jersey
Bachelor of Arts, Magna Cum Laude, May 2003
Concentration in Biology; Minor in Chemistry and Music

POSTDOCTORAL TRAINING

Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
Fellow in Infectious Disease, June 2013
Resident in Leadership Preventive Medicine, June 2013
Resident in Internal Medicine, June 2010

ACADEMIC APPOINTMENTS

2014-present **Activity Director Infectious Disease Clinical Conference**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire

2013-present **Assistant Professor of Medicine**
Geisel School of Medicine at Dartmouth, Hanover, New Hampshire

2010- 2013 **Instructor of Medicine**
Geisel School of Medicine at Dartmouth, Hanover, New Hampshire

NON ACADEMIC APPOINTMENT

2014-present **Assistant Deputy State Epidemiologist**
State of New Hampshire

LICENSURES AND CERTIFICATIONS

2014 Board Certified Infectious Disease by the American Board of Internal Medicine
2014 Certified in Basic Life Support by the American Heart Association
2012 DMAIC Green Belt Certified – Value Institute at DHMC
2012 Certified in Advanced Life Support by the American Heart Association
2010 Board Certified Internal Medicine by the American Board of Internal Medicine
2010 New Hampshire State Medical License
2010 Controlled Substance Registration Certificate

HOSPITAL APPOINTMENTS

- 2013-present **Deputy Hospital Epidemiologist**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- 2013-present **Infectious Disease Attending**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- 2011-2013 **General Internal Medicine Clinic Attending**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire

TEACHING ACTIVITIES: UNDERGRADUATE MEDICAL EDUCATION

- 8/2014-present **Orientation to Healthcare-Associated Infections and Hand Hygiene**
Geisel School of Medicine at Dartmouth, Hanover, New Hampshire
- Instructed first year medical students on healthcare-associated infections and hand hygiene.
 - 0.5 hours per year
- 5/2014-present **Healthcare-Associated Infections**
Geisel School of Medicine at Dartmouth, Hanover, New Hampshire
- Instructed second year medical students on healthcare-associated infections as part of their Infectious Disease curriculum and in preparation for starting their clinical rotations.
 - 1 hour per year
- 4/2012-present **Scientific Basis of Medicine**
Geisel School of Medicine at Dartmouth, Hanover, New Hampshire
- Lead second year medical students in small group discussions on various Infectious Disease topics as part of their infectious disease curriculum.
 - 8 hours per year
- 7/2010-present **Department of Infectious Disease and International Health**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for medical students rotating through Infectious Disease
- 7/2007-7/2010 **Internal Medicine Clerkship**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for third and fourth year medical students rotating through Internal Medicine
- 9/2004-2/2005 **Anatomy Teaching Assistant**
New York College of Osteopathic Medicine, Old Westbury, New York
- Assisted in teaching medical students anatomy in the laboratory
 - Prepared structures for anatomy mock practical and conducted review sessions

TEACHING ACTIVITIES: GRADUATE MEDICAL EDUCATION.

- 7/2015 – present **Department of Infectious Disease and International Health**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for Infectious Disease fellows
 - 3.5 hours per week outpatient continuity clinic
- 8/2013 – present **Department of Infectious Disease and International Health**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for Infectious Disease fellows
 - 14 weeks per year inpatient consults
- 8/2013 – present **Department of Infectious Disease and International Health**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Formal didactic sessions on infection control related topics for fellows
 - Introduction to Healthcare-associated Infections
 - Contagious Respiratory Viruses
 - 2 hours per year
- 8/2013 – present **Department of General Internal Medicine**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Formal didactic sessions on infectious disease topics for residents
 - Tick-borne Illnesses
 - Diarrheal Illnesses
 - 1 hour per year
- 7/2010-present **Department of Infectious Disease and International Health**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for residents rotating through Infectious Disease
 - 14 weeks per year
- 7/2011-7/2013 **Leadership Preventive Medicine**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Resident mentor for Leadership Preventive Medicine Residents to help guide them through the process of quality improvement
- 7/2007-6/2010 **General Internal Medicine**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Clinical preceptor for interns and second year residents in General Internal Medicine

TEACHING ACTIVITIES: COMMUNITY EDUCATION

- 2/2015 **Ebola Preparedness**
New Hampshire Leadership Academy

- Panel discussion held at Dartmouth-Hitchcock describing our experience with institutional epidemic preparedness and response
- 12/2014 **Ebola**
Thetford Academy, Thetford, Vermont
- Presented to high school students of Global Health class on Ebola and how to help
- 10/2014 **Ebola Preparedness**
Television
- Discussed Ebola infection and prevention as well as Dartmouth-Hitchcock preparedness efforts
- 9/2014 **Scabies Outbreak**
Multiple local radio, television, and newspapers
- Discussed Scabies infection and prevention in the setting of hospital exposure
- 9/2014 **Enterovirus D68**
Multiple local television news stations
- Discussed Enterovirus infection and prevention as well as Dartmouth-Hitchcock preparedness
- 2/2014 **Airborne and Bloodborne Pathogens**
Dartmouth Emergency Medical Services, Hanover, New Hampshire
- Instructed EMTs on various airborne and bloodborne pathogens
- 3/2012 **Get Yourself Tested Campaign**
Colby-Sawyer College, New London, New Hampshire
- Promoted sexually transmitted diseases awareness, testing and education

INSTITUTIONAL COMMITTEES

- 1/2015-present **Employee Prevention Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Epidemiologist and Infectious Disease expert
- 9/2014-present **Flu Medical Review Board**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Review all applications for exemption for mandatory employee influenza vaccination and determine exemption status
- 10/2013-present **Readiness and Response to Epidemic Disease Threats Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Committee co-chair
- 8/2013-present **Universal Influenza Immunization Committee**

- Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Epidemiologist and Infectious Disease expert
- 8/2013-present **Dartmouth-Hitchcock Quality Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Member
- 8/2013-present **Significant Event Analysis Root Cause and Healthcare Systems Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Epidemiology expert
- 8/2013-present **Healthcare-Associate Infections Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Committee co-chair
- 8/2012-present **Collaborative Healthcare-Associated Infection Prevention Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Medical Director
- 7/2012-6/2013 **Emergency Management Committee**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Developed a new evidence based education and training curriculum for members of the committee as well as members of the incident command system.
- 8/2012-6/2013 **Program Management Group, Leadership Preventive Medicine Residency**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Resident liaison to program directors and led resident meeting.
- 8/2011-6/2013 **Resident Advisory Committee, Leadership Preventive Medicine Residency**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Resident liaison to advisory committee.
- 6/2008-6/2010 **Unit Based Councils (nursing committee)**
Dartmouth-Hitchcock Medical Center, Lebanon, New Hampshire
- Resident representative and liaison between nursing staff and residents with to goal to improve patient care through quality improvement projects and better communication between staff.

PROFESSIONAL MEMBERSHIPS

- 2013-present Society for Healthcare Epidemiology of America
2013-present International Society of Infectious Disease
2013-present HIV Medicine Association
2011-2013 American College of Preventive Medicine
2011-present Arnold P. Gold Foundation
2010-present Alpha Omega Alpha

CURRICULUM VITAE

September 2014

Name: Bryan John Marsh

Office address: Dartmouth-Hitchcock Medical Center, One Medical Center Drive, Lebanon, NH 03781

[Redacted]

E-mail: bryan.j.marsh@hitchcock.org

[Redacted]

Education:

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

Postdoctoral Training:

Internship and Residency

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

Fellowship

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

Additional Training

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

Licensure and Certification:

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

Academic Appointments:

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

Hospital Appointments:

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

Other Professional Positions and Major Visiting Appointments:

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

Hospital and Health Care Organization Clinical Responsibilities:

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

Major Administrative Responsibilities:

- 7/99-2/00 Acting Chief, Infectious Disease Section, Dartmouth-Hitchcock Medical Center, Lebanon NH
- 2002-present Medical Director, Hitchcock Clinic HIV Program.
- 2007-2014 Acting Chief, Section of Infectious Disease and International Health, Dartmouth-Hitchcock Medical Center, Lebanon NH
- 2014-present Chief, Section of Infectious Disease and International Health, Dartmouth-Hitchcock Medical Center, Lebanon NH

Major Committee Assignments:**International:**

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

National and Regional:

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

Dartmouth-Hitchcock Medical Center:

- 1994-1995 Committee Member, Infection Control Committee of Dartmouth-Hitchcock Medical Center
- 1995-1997 Ad hoc member of the Antimicrobial Subcommittee, with responsibility to develop a comprehensive antimicrobial policy, of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 7/99-2/00 Acting chair, Infections Committee, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 7/99-2/00 Acting co-chair, Antimicrobial Subcommittee of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1997-present Committee member, Antimicrobial Subcommittee of the Pharmacy and Therapeutics Committee of Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1998-2004 Committee member, Internship Selection Committee, Department of Medicine, Dartmouth-Hitchcock Medical Center, Lebanon NH.
- 1999-2011 Coordinator, Infectious Disease Section weekly clinical conference, Dartmouth-Hitchcock Medical Center, Lebanon NH.

2001-2010 Committee member, CIS Steering Group (advisory to the Board of Governors), Dartmouth-Hitchcock Medical Center, Lebanon NH.
 2004 Dermatology Residency internal review committee.
 3/10-present Blood Borne Pathogen Committee, Dartmouth-Hitchcock Medical Center, Lebanon NH.

Professional Societies:

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

Community Service Related to Professional Work:

2004 Outside senior thesis examiner, Marlboro College

Editorial Boards:

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

Awards and Honors:

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

Report of Teaching:

I. Narrative report.

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

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

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

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

Curriculum Vitae

DATE PREPARED: May 2015

NAME: Elizabeth A. Talbot, MD

ADDRESS:

Office

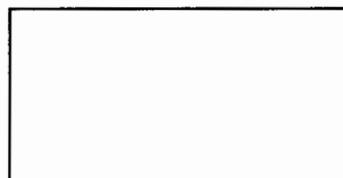
Infectious Disease and International Health Section
Dartmouth Hitchcock Medical Center (DHMC)

1 Medical Center Drive

Lebanon NH 03756

Phone: 001-603-650-8840

Email: Elizabeth.Talbot@Dartmouth.EDU



EDUCATION:

<u>DATE</u>	<u>INSTITUTION</u>	<u>DEGREE</u>
Sept. 1988 – May 1992	The Robert Wood Johnson Medical School, University of Medicine and Dentistry of NJ, Piscataway NJ	MD
Sept. 1984 – May 1988	Mount Holyoke College, South Hadley MA <i>Magna Cum Laude</i> – Thesis: “Latent <i>Chlamydia trachomatis</i> infections in cultured McCoy cells”	Bachelor of Arts
Sept. 1980 – June 1984	Point Pleasant Borough High School, Point Pleasant NJ	High School Diploma

POSTDOCTORAL TRAINING:

<u>DATE</u>	<u>SPECIALTY</u>	<u>INSTITUTION</u>
Feb 2014	Treatment of Nontuberculous Mycobacteria	National Jewish, Denver CO
Feb 2012	National Incident Management System training 100, 200 and 300	NH DHHS, Concord NH
July 1998 – June 2000	Epidemic Intelligence Service Officer, assigned to International Activities, Div. of TB Elimination	U.S. Centers for Disease Control and Prevention (CDC), Atlanta GA
July 1995 – June 1998	Infectious Disease Fellowship, Laboratory of Mycobacterial Genetics	Duke University Medical Center, Durham NC
Oct 1996	Hospital Epidemiology Training Course	SHEA/CDC, San Antonio TX
Feb 1996	Clinical Management and Control of TB	National Jewish Center for Immunology and Respiratory Medicine, Denver CO

July 93 – June 1995	Internal Medicine Residency	Duke University Medical Center, Durham NC
March - July 1994	International Clinical Research Training Program	Duke University Medical Center, Vitoria Brazil
July 1992 – June 1993	Medicine-Psychiatry Internship	University of Iowa Hospitals and Clinics, Iowa City IA
Mar – April 1992	Medical Student Clerkship	London School of Hygiene and Tropical Medicine, London UK

LICENSURE AND CERTIFICATION:

Oct 2010	Civil Surgeon for US Citizenship and Immigration Services
Nov 2006	Diplomate, Tropical Medicine and Hygiene (ASTMH)
April 2006 - Current	Commissioned Officer, US DHHS, FDA
July 2005	Travel Medicine Certification, International Society of Travel Medicine
July 2003 – Current	New Hampshire, Medical License
Nov 1998	Diplomate, Infectious Disease
July 1995 – July 2004	North Carolina, Medical License
Nov 1995	Diplomate, American Board of Internal Medicine
1992	Diplomate, National Board of Medical Examiners

ACADEMIC APPOINTMENTS:

<u>DATE</u>	<u>TITLE</u>	<u>INSTITUTION</u>
July 2009- Present	Associate Professor	Dartmouth Medical School, Department of Medicine, Lebanon NH
July 2003 – July 2009	Assistant Professor	Dartmouth Medical School, Department of Medicine, Lebanon NH
July 2000 – July 2003	Associate Director, TB/HIV Research	BOTUSA Project, CDC, Botswana

HOSPITAL APPOINTMENTS:

<u>DATE</u>	<u>TITLE</u>	<u>INSTITUTION</u>
July 2007 -	Associate Medical Director for Infection Prevention and	DHMC, Lebanon

Present	Control	NH
July 2004 - Present	Medical Director, International Health Clinic	DHMC, Lebanon NH
July 2003 – Present	Staff Physician, Infectious Disease and International Health Section	DHMC, Lebanon NH

OTHER PROFESSIONAL POSITIONS:

<u>DATE</u>	<u>POSITION TITLE</u>	<u>INSTITUTION/ORGANIZATION</u>
Oct 21 2014 - Present	Training Coordinator, Ebola Technical Unit	International Medical Corps, Washington DC and Sierra Leone
Sept 2011 - Present	Consultant	Foundation for Innovative New Diagnostics (FIND), Geneva Switzerland
July 2007 – Sept 2011	Medical Scientist	FIND, Geneva Switzerland
Aug 2009 - Present	TB Medical Director	New Hampshire Department of Health & Human Services (NH DHHS), Concord NH
Aug 2009 - Sept 2011	Medical Advisor	NH DHHS, Concord NH
July 2003 – Aug 2009 and Sept 2011 – present	Deputy State Epidemiologist	NH DHHS, Concord NH
July 2004 – June 2007	Research Director	NH DHHS, Concord NH
July 2000 – June 2003	Commander with Top Secret Security Clearance	US Commissioned Corps
July 2000 – July 2003	Team Leader for TB/HIV, International Activities	Division of TB Elimination, CDC, Atlanta GA

MAJOR COMMITTEE ASSIGNMENTS AND CONSULTATIONS:

National/International:

<u>YEAR</u>	<u>COMMITTEE</u>	<u>ROLE</u>	<u>INSTITUTION</u>
Oct 2014 - May	Ebola Technical Unit	Training Coordinator	International Medical Corps

2015

Nov 2011 - Jan 2014	TB Scientific Committee	Member	IMPAACT: International Maternal, Pediatric, Adolescent AIDS Clinical Trial Group, NIH-funded research consortium
Oct 2010 – Present	Pediatric TB	Consultant	TB CARE II
Jan 2009 - June 2014	TB PANNET	Partner for FIND	TB PAN-NET is a translational research consortium funded by the European Commission's Seventh Framework Programme for Research (FP7). TB PAN-NET conducts basic and clinical research related to MDR-TB, TB control and molecular epidemiology
Dec 2009 – Present	Working Group for Pediatric TB Guideline Revision and Implementation	Consultant through Program for Appropriate Technology for Health (PATH)	Republic of Tanzania Ministry of Health
Nov 2007 - Present	Working Group on New Diagnostics	Member	Stop TB Partnership, World Health Organization, Geneva Switzerland
Jan 2006 – July 2007	Critical Backup Team	Field consultant for investigation and pandemic influenza control	Council of State and Territorial Epidemiologists and CDC
March 2005 – June 2007	Control of Multidrug-resistant <i>Salmonella</i> in Ground Beef	Committee Member	Hosted by NH DHHS and Tufts University, Boston MA
Feb – May 2003	Antimicrobial Resistance Containment and Surveillance	Consultant to develop guidelines	World Health Organization, Geneva Switzerland
Feb – May 2003	Global Fund for AIDS, TB and Malaria	Consultant to develop guidelines for countries to prevent antimicrobial drug resistance	World Health Organization, Geneva Switzerland

Handwritten initials: 27, Ba

56-11



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



NH DIVISION OF
Public Health Services
Improving health, preventing disease, reducing costs for all

G&C APPROVED

Date: 9/4/13

Item # 56

Sole Source

August 9, 2013

RetroActive

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

REQUESTED ACTION

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

92.73% Federal Funds / 7.28 % General Funds

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

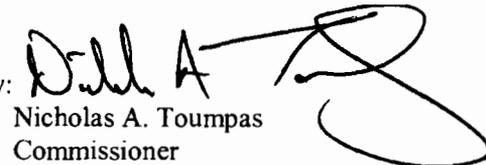
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

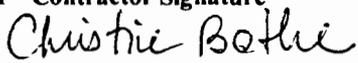
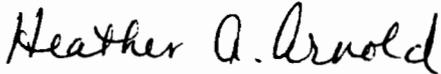
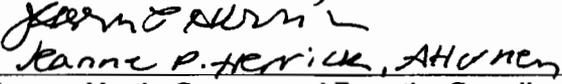
Subject: Infectious Disease Medical Epidemiologist Support

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

NH Department of Health and Human Services

Exhibit A
Scope of Services

Infectious Disease Medical Epidemiology Support

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

CONTRACTOR NAME: Trustees of Dartmouth College

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

Grants Officer: Renee Y. Brown

TELEPHONE: (603) 646-3180

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

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

The DSE shall:

I. General Provisions

A. Required Services

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

3. The DSE will be physically present at Dartmouth Hitchcock Medical Center (DHMC) one (1) day per week on Tuesday. For these activities, the DSE is under the supervision of the Chief of Infectious Disease at DHMC. The additional duties at DHMC will include but are not limited to:
 - a. Serve as a DHMC liaison for PHEP and HSP, including healthcare coalition development.
 - b. Consult for Dartmouth Medical School's academic center of excellence activities.
 - c. Attend scheduled duties on the DHMC ID service. The scheduled service dates shall be provided in advance to DHHS and the role of DSE plan for coverage during these services dates submitted to DHPS. The plan will be specific to response of emergent issues warranting the expertise of the DSE or alternate physician to support such a response.

4. The DSE duties are outlined in this section. Oversight of the duties will be the responsibility of the Bureau Chief of BIDC or designee.
 - a. Plan and conduct epidemiological studies to determine incidence and possible causes of infectious disease transmission.
 - b. Assist DPHS program staff in developing their research projects and skills. A minimum of two days monthly will include Publication Club activity.
 - c. Respond to requests from the general public, health care providers, media, and others as appropriate to inform, investigate and recommend the strategies for disease control measures and public health emergency responses.
 - d. Serve as liaison for federal and state agencies as requested by the State Epidemiologist or BIDC Bureau Chief.
 - e. Direct field investigations; oversee analysis of public health investigations as needed.
 - f. Attend weekly Outbreak Team meetings and conduct a minimum of 6 didactic presentations during the calendar year to DPHS staff.
 - g. Chair the NH Communicable Disease Epidemic Control Committee to be held at a minimum quarterly.
 - h. Provide consultation and technical assistance during mutually agreed upon consultation times to BIDC staff on surveillance and control measures and coordinating outbreak response.
 - i. Serve as subject matter expert and consultant in epidemiology and infectious disease for healthcare system partners, the Office of the Governor and the legislature.
 - j. Serve as a technical information resource for the Director of the Division of Public Health Services. This may include the development of procedures and polices and the advancement of research and assisting with DPHS quality improvement initiatives.

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

II. Reporting and Performance Measurement:

A. Reporting and Contract Monitoring:

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal**

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

18. **Authority to Adjust**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: cb
Date: 8/18/13

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.

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

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(3) Obligations and Activities of Business Associate.

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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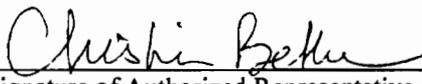
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Trustees of Dartmouth College
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

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

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

BUREAU CHIEF
Title of Authorized Representative

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

8/14/13
Date

8/18/13
Date

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: TRUSTEES OF DARTMOUTH COLLEGE

Name of Program: Infectious Disease Medical Epidemiologist Support

Altomare, Antonia	Assistant ID-MEA	\$198,000	5.00%
Marsh, Bryan	Program Director	\$245,984	5.00%
Talbot, Elizabeth	ID-MEA	\$209,792	60.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Altomare, Antonia	Assistant ID-MEA	\$201,960	4.00%
Marsh, Bryan	Program Director	\$250,903	4.00%
Talbot, Elizabeth	ID-MEA	\$213,988	60.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			