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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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February 15, 2018

His Excellency, Governor Christopher T. Sununu
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 enter into an agreement with Trustees of Dartmouth College, Vendor #TBD, 10 Rope Ferry Road, Hanover, NH 03755, for the provision of injury prevention services in an amount not to exceed \$217,000, effective April 1, 2018 or upon Governor and Council approval, whichever is later, through March 31, 2020. 81% Federal Funds, 19% General Funds.

Funds are available in the following accounts for SFY 2018 and SFY 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL – CHILD HEALTH

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	90019001	\$23,125.00
2019	102-500731	Contracts for Program Services	90019001	\$92,500.00
2020	102-500731	Contracts for Program Services	90019001	\$69,375.00
			Subtotal	\$185,000.00

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	90083200	\$2,750.00
2019	102-500731	Contracts for Program Services	90083200	\$11,000.00
2020	102-500731	Contracts for Program Services	90083200	\$8,250.00
			Subtotal	\$22,000.00

**05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS**

SFY	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Program Services	48108462	\$1,250.00
SFY 2019	102-500731	Contracts for Program Services	48108462	\$5,000.00
SFY 2020	102-500731	Contracts for Program Services	48108462	\$3,750.00
			Subtotal	\$10,000.00
			Total	\$217,000.00

EXPLANATION

The purpose of this request is to ensure injury prevention programming is available, statewide, that includes but is not limited to professional training and logistics for the New Hampshire Falls Risk Reduction Task Force; purchasing child-safety equipment for the home visiting programs; supports to teen driver education programs; and providing oversight for the Department's Injury Prevention Advisory Council.

By working with the Injury Prevention Center at Dartmouth College, the Department's Injury Prevention Program gains the value of multiple stakeholder partnerships and a broad knowledge base regarding injury prevention in New Hampshire. The staff at the Injury Prevention Center will assist the Injury Prevention Program with prevention programming including Adolescent Driver Safety, Older Adult Falls Prevention, Child Safety, Child Maltreatment Prevention, as well as program evaluation and updating the State Injury Prevention Strategic Plan.

The use of seatbelts among teen drivers has increased from 70% during the 2014-2015 school year to 79.3% in the 2016-2017 school year, based on observational studies performed in the fifteen (15) high schools participating in the Adolescent Teen Driver Safety program. The Safe Kids 500 bike rally in May 2017 had over 625 in attendance. Event data showed: Seventy-two (72) helmet safety checks administered, fifty-five (55) bike safety checks administered, 47% of participants already had a helmet, fifty-two (52) new helmets provided, 88% of participants received helmet improvements, 55% had bike safety improvements done, and 82% would not have had a bike safety check if not for this event. With the assistance of the Injury Prevention Program, the 2020 goal of preventing the rate of increase of older adult fall related deaths is expected to be below 125.1 per 100,000. The rate of older adult falls related deaths in 2015 was 101.6 and the five year trend shows a decrease in the rate of increase. With continued programming, by 2020, the goal will be met.

Trustees of Dartmouth College was selected for this project through a competitive bid process. A Request for Proposal was posted on The Department of Health and Human Services' web site from November 6, 2017 through December 7, 2017. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Score Summary Sheet is attached.

As referenced in the Request for Proposal and in Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

All of New Hampshire's residents benefit from the injury prevention work. For example, the Adolescent Driver Program will not only reduce injuries due to motor vehicle crashes in the teen population, but also protects drivers and passengers of all ages who may have been impacted by a teen driver. The Older Adult Falls Prevention program addresses New Hampshire residents age sixty-

five (65) years and older to improve strength and physical stability to prevent deaths and injuries due to falls. The management of these essential activities is not duplicated by any other programs in the state. The Injury Prevention Program staffing at the Department is small, and these activities may not be accomplished without the assistance of the Injury Prevention Center.

Should the Governor and Executive Council not authorize this request, the essential injury prevention programming provided by the Injury Prevention Center under Trustees at Dartmouth College will cease which may lead to increased injuries and death in the State.

Area served: statewide.

Source of Funds: 81% Federal Funds from Centers for Disease Control and Prevention, Health Resources and Services Administration, Title IIID, Preventative Health and 19% General Funds

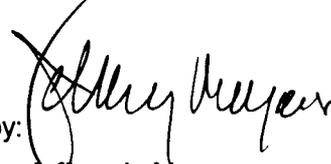
In the event that the Federal (or Other) Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Injury Prevention Services _____

RFP Name _____

RFP Number **RFP-2018-DPHS-05-INJUR**

Bidder Name

1. Center for Health and Learning
2. Trustees of Dartmouth College
3. 0

Pass/Fail	Maximum Points	Actual Points
	1000	585
	1000	745
	1000	0

Reviewer Names

1. Sean Marden, Opioid Surveillanc
Prog Coordnr, DPHS; Tech Tm
2. Kristi Hart, Home Visiting Coordinr,
MCH DPHS; Tech Tm
3. Shari Campbell, Prog Evaluation
Specialist, DPHS; Tech Team
4. Ellen Chase-Lucard, Financial
Administrator DPHS; Cost Tech
5. Kira Hageman, Finance Dept,
DPHS, Cost Team

Subject: Injury Prevention Services (RFP-2018-DPHS-05-INJUR)

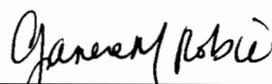
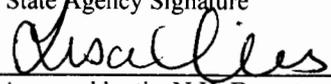
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Trustees of Dartmouth College		1.4 Contractor Address 10 Rope Ferry Road Hanover, NH 03755	
1.5 Contractor Phone Number 603-646-1559	1.6 Account Number 05-95-90-902010-51900000, 05-95-90-902010-58960000, 05-95-48-481010-89170000	1.7 Completion Date March 31, 2020	1.8 Price Limitation \$ 217,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Heather A. Arnold, M.Ed. Associate Director	
1.13 Acknowledgement: State of NH , County of Grafton On 2/16/18 , before the undersigned officer, personally known to 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 she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: center;">  </div> <div style="text-align: center;"> exp. 4/20/21 </div> </div>			
1.13.2 Name and Title of Notary of Justice of the Peace Janene M. Robie, Office Manager OSP - Dartmouth College			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR, DPHS	
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) (if applicable) By:  On: Megan A. Yarbrough - Attorney 3/3/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Contractor Initials HA
Date 2/16/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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. Scope of Services

- 2.1. The Contractor shall update the "NH State Injury Prevention Plan, 2014 – 2018" (the Plan), which was published in November 2013, to prepare for 2019 through 2023. The Plan includes services for topics including, but not limited to child safety and child maltreatment prevention, teen driver safety, poisoning prevention, suicide prevention, and older adult fall prevention. The Plan update shall include, but not be limited to:
 - 2.1.1. An analysis of the most recent New Hampshire injury areas.
 - 2.1.2. Work groups to ensure key partners are represented and that the Plan is properly updated based on:
 - 2.1.2.1. New Hampshire specific data.
 - 2.1.2.2. Evidence-based practices.
 - 2.1.2.3. Current initiatives.
 - 2.1.2.4. Resource availability.
 - 2.1.2.5. Programming and evaluation feasibility.
 - 2.1.3. A review of the outcomes from the work group submissions from both a programmatic and evaluative perspective.
 - 2.1.4. A formative (process-level) evaluation for purposes of performance monitoring and tracking program efforts.
 - 2.1.5. A summative (outcome-level) evaluation to assess annual changes in desired short- and intermediate-term outcomes.
- 2.2. The Contractor shall plan, promote, and provide logistical support and evaluation of evidence-based falls risk reduction training for older adults age sixty-five (65) and older including, but not limited to collaborating with agencies in planning and evaluation of risk reduction trainings including, but not limited to:



Exhibit A

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- 2.2.1. Dartmouth Center for Health and Aging
 - 2.2.2. Foundation for Healthy Communities
 - 2.3. The Contractor shall facilitate and oversee the following statewide coalitions in order to implement injury prevention programming:
 - 2.3.1. Injury Prevention Advisory Council (IPAC) with its accompanying Policy Subcommittee, which meets quarterly; the Policy Subcommittee meets as needed.
 - 2.3.2. Safe Kids New Hampshire, which meets quarterly. This includes the provision of professional trainings on best practice injury prevention strategies in the context of these meetings. Topics will be determined by interest and injury surveillance data.
 - 2.3.3. The Teen Driving/Buckle-Up NH Committee which meets monthly.
 - 2.3.4. The New Hampshire Falls Risk Reduction Task Force which meets monthly.
 - 2.4. The Contractor shall develop and implement evaluation plans for components of the "NH State Injury Plan, 2019-2023" including, but not limited to older adult falls (Tia Ji Quan: Moving for Better Balance ® and Matter of Balance. Programs), teen driving, and childhood poison prevention. This includes the facilitation of evaluation meetings, as needed.
 - 2.4.1. The Contractor's Center for Program Design and Evaluation (CPDE) evaluators shall conduct semi-structured individual or group interviews with key program stakeholders as part of the evaluation.
 - 2.5. The Contractor shall develop and make available a web-based injury prevention curriculum for individuals providing early childhood services including, but not limited to home visiting and child care providers.
 - 2.6. The Contractor shall provide and collect results from a post-attendance survey for the web-based injury prevention trainings outlined in Section 2.5.
 - 2.7. The Contractor shall purchase child safety devices for the Maternal, Infant and Early Childhood Home Visiting Program as requested so long as funds are still available.
 - 2.8. The Contractor shall attend the following meetings and conferences:
 - 2.8.1. Northeast and Caribbean Injury Prevention Network (NCIPN), monthly phone calls and quarterly in-person meetings.
 - 2.8.2. Safe States Alliance Annual Meeting.
 - 2.8.3. Monthly check-in meetings with the Injury Prevention Program Manager.
 - 2.9. The Contractor shall evaluate their progress towards the Performance Measures listed in Section 5 through employing a mixed-method, longitudinal transformation design where multiple quantitative and qualitative data are collected from different



Exhibit A

target groups over time, and data are analyzed and integrated throughout the evaluation to inform later activities.

- 2.9.1. The Contractor shall align evaluation protocols and procedures with Injury Plan Prevention (IPP) activities and strategic priorities. Evaluation activities may include, but are not limited to:
 - 2.9.1.1. Participant surveys of use, experiences, satisfaction and knowledge/awareness;
 - 2.9.1.2. Compilation of training attendance records and other tracking of program outreach and utilization, e.g., number of trainings provided; number of safety checks conducted;
 - 2.9.1.3. Targeted qualitative methods such as focus groups and/or semi-structured interviews to supplement program data and surveys which can provide more details about program successes and challenges;
 - 2.9.1.4. Training or other meeting/program evaluation where education or outreach is provided to a target audience and immediate feedback on the session delivery and content is warranted to inform future programming; and
 - 2.9.1.5. Compilation of secondary data such as injury data, incidence and severity rates, registry data, and any relevant document review (e.g., advisory group meeting minutes; fiscal data).
- 2.9.2. The Contractor shall analyze quantitative data such as counts or survey data using appropriate statistics, such as t-tests or ANOVAs for continuous or interval data, and chi-square for categorical variables to be able to make inferences about program effects on process or outcome variables
- 2.9.3. The Contractor shall systematically code qualitative data (interview narratives) using a mix of grounded theory methods and content analysis to identify overarching themes that emerge from participant perspectives on activities, challenges, successes and other outcomes.

3. Reporting

- 3.1. The reports associated with this contract that are sent to the Department shall not contain personal health information (PHI), personally identifiable information (PII), or confidential information.
- 3.2. The Contractor shall provide a quarterly report on progress toward performance measures and overall program goals and objectives to the Department. This will include information including, but not limited to the type and number of meetings facilitated, number of fall prevention classes and count of attendees, successes, and challenges.



Exhibit A

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- 3.3. The Contractor shall provide an annual report summarizing the activities engaged in within thirty (30) days of the conclusion of the State Fiscal Year to the DHHS Injury Prevention Program.
 - 3.4. The Contractor shall report annually on the number of trainings and attendance count for train-the-trainer sessions for instructors of Tia Ji Quan: Moving for Better Balance ® and Matter of Balance.
 - 3.5. The Contractor shall collect pre- and post- survey data on participants in Tia Ji Quan: Moving for Better Balance ® and Matter of Balance and provide aggregate data in an annual report.
 - 3.6. The Contractor shall submit quarterly progress reports towards Process Indicators.

4. Performance Measures

- 4.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored monthly or quarterly as stated, to measure the effectiveness of the agreement:
 - 4.1.1. Facilitation of one hundred percent (100%) of the statewide coalitions outlined in Section 2.3, monitored monthly.
 - 4.1.2. Implementation and evaluation of eight-five percent (85%) of the strategies and accompanying activities outlined in the “New Hampshire Violence and Injury Prevention Plan for Action 2015-2020”, monitored monthly. This is a subset of the “Statewide Strategic Injury Prevention Plan”.
 - 4.1.3. Development of a clear work plan for the overall activities related to this contract, monitored quarterly to ensure one hundred percent (100%) of deadlines are met. If unmet, a brief justification must be provided with a new proposed deadline
- 4.2. Quarterly, the Contractor shall develop and submit to the Department a corrective action plan for any performance measure that was not achieved.



Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
3. Funds to support this project are both Federal Funds and State of New Hampshire General Funds. The Federal Funds to support this project are identified as follows:
 - 3.1. US Department of Health and Human Services, Centers for Disease Control and Prevention, Preventative Health and Human Services Block Grant, Catalog of Federal Domestic Assistance (CFDA)# 93.758, FAIN#B010T009098.
 - 3.2. US Dept. of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal, Infant and Early Childhood Home Visiting Program Grant, Catalog of Federal Domestic Assistance (CFDA)# 93.870, FAIN#X10MC29490.
 - 3.3. US Department of Health and Human Services, Title IIID, Preventative Health, Catalog of Federal Domestic Assistance (CFDA)# 93.043, FAIN#17AANHT3PH.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 4.2.1. Expenditure detail may be requested by the Department on an intermittent basis which the Contractor will need to provide.
 - 4.2.2. Onsite reviews may be required.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.5. All invoices may be assigned an electronic signature and must be emailed to: DPHScontractbilling@dhhs.nh.gov
 - 4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.



Exhibit B

-
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Line Item	Total Program Cost		Contractor Share / Match		Funded by DRFIS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 14,987.10	\$ 1,498.71	\$ -	\$ -	\$ 14,987.10	\$ 1,498.71	\$ 16,485.81
2. Employee Benefits	\$ 5,245.50	\$ 524.55	\$ -	\$ -	\$ 5,245.50	\$ 524.55	\$ 5,770.05
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,000.00	\$ 100.00	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 20.00	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
6. Travel	\$ 719.23	\$ 79.91	\$ -	\$ -	\$ 719.23	\$ 79.91	\$ 799.14
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	\$ 2,500.00	\$ 250.00	\$ -	\$ -	\$ 2,500.00	\$ 250.00	\$ 2,750.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 24,651.83	\$ 2,473.17	\$ -	\$ -	\$ 24,651.83	\$ 2,473.17	\$ 27,125.00

Indirect As A Percent of Direct 10.0%

Contractor Initials **HA**
Date **2/16/18**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Injury Prevention Center

Budget Request for: RFP-2018-DPHS-05-INJUR

Budget Period: 07/01/2018-06/30/2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 59,948.42	\$ 5,994.84	\$ -	\$ -	\$ 59,948.42	\$ 5,994.84	\$ 65,943.26
2. Employee Benefits	\$ 20,981.95	\$ 2,098.19	\$ -	\$ -	\$ 20,981.95	\$ 2,098.19	\$ 23,080.14
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,961.00	\$ 196.10	\$ -	\$ -	\$ 1,961.00	\$ 196.10	\$ 2,157.10
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 200.00	\$ 20.00	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
7. Occupancy	\$ 1,945.00	\$ 194.50	\$ -	\$ -	\$ 1,945.00	\$ 194.50	\$ 2,139.50
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 100.00	\$ 10.00	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
12. Subcontracts/Agreements	\$ 13,500.00	\$ 1,350.00	\$ -	\$ -	\$ 13,500.00	\$ 1,350.00	\$ 14,850.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 98,636.37	\$ 9,863.63	\$ -	\$ -	\$ 98,636.37	\$ 9,863.63	\$ 108,500.00

10.0%

Indirect As A Percent of Direct

Contractor Initials **HA**
Date **2/16/18**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 44,961.30	\$ 4,496.13	\$ 49,457.43	\$ -	\$ -	\$ -	\$ 44,961.30	\$ 4,496.13	\$ 49,457.43
2. Employee Benefits	\$ 15,736.50	\$ 1,573.65	\$ 17,310.15	\$ -	\$ -	\$ -	\$ 15,736.50	\$ 1,573.65	\$ 17,310.15
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,589.78	\$ 258.97	\$ 2,848.75	\$ -	\$ -	\$ -	\$ 2,589.78	\$ 258.97	\$ 2,848.75
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ 22.50	\$ 247.50	\$ -	\$ -	\$ -	\$ 225.00	\$ 22.50	\$ 247.50
6. Travel	\$ 2,214.70	\$ 221.47	\$ 2,436.17	\$ -	\$ -	\$ -	\$ 2,214.70	\$ 221.47	\$ 2,436.17
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
12. Subcontracts/Agreements	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 73,977.28	\$ 7,397.72	\$ 81,375.00	\$ -	\$ -	\$ -	\$ 73,977.28	\$ 7,397.72	\$ 81,375.00

Indirect As A Percent of Direct 10.0%

Contractor Initials HA
Date 2/16/18



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.



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 EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP 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



- 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:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Trustees of Dartmouth college

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**



CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: Trustees of Dartmouth College

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Trustees of Dartmouth College

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**



**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

Contractor Initials HA

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

New Hampshire Department of Health and Human Services
Exhibit G



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

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**

Exhibit G

Contractor Initials HA

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

Date 2/16/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Trustees of Dartmouth College*

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**



Exhibit I

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

- 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

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 (I). 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

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

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.



Exhibit I

- 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

[Handwritten Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

2/22/18
Date

Trustees
Dartmouth College
Name of the Contractor

Heather A. Arnold
Signature of Authorized Representative

Heather A. Arnold, M.Ed.
Name of Authorized Representative

Associate Director
Title of Authorized Representative

2/16/18
Date



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

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

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

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

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

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

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

Contractor Name: Trustees of Dartmouth College

2/16/18
Date

Heather A. Arnold
Name: **Heather A. Arnold, M.Ed.**
Title: **Associate Director**



FORM A

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

1. The DUNS number for your entity is: 04-102-7822
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

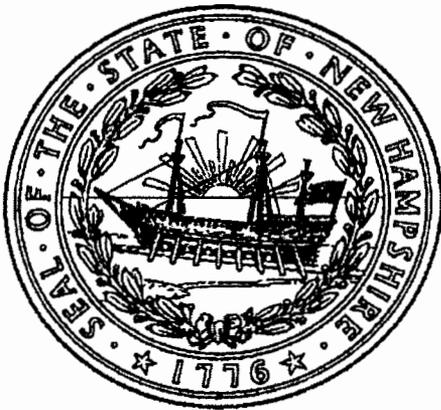
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRUSTEES OF DARTMOUTH COLLEGE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on December 13, 1769. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 66740



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



BOARD OF TRUSTEES

CERTIFICATE

I, Laura H. Hercod, 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, November 8, 2014, and September 17, 2016, March 4, 2017, and November 4, 2017, and that pursuant to authority granted in the policy, amendments by the Executive Vice President and the Provost were made August 7, 2015 (effective July 1, 2015), as amended on September 17, 2016, March 4, 2017 and as further amended on November 6, 2017. The document is available on Dartmouth's 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:

David F. Kotz	Interim Provost	November 23, 2017
Dean Madden	Vice Provost for Research	July 1, 2017
Gail Goodness	Controller	June 9, 2008
Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Nila Bhakuni	Director of Technology Transfer Office	July 1, 2015
Heather A. Arnold	Associate Director, Office of Sponsored Projects	September 1, 2016

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 16th day of February, 2018.

Laura H. Hercod, Assistant Clerk
Trustees of Dartmouth College

DARTMOUTH COLLEGE
SIGNATURE AND REQUISITION AUTHORITY POLICY
November 6, 2017

This Policy is intended to insure that commitments of Dartmouth College resources are properly reviewed and approved by authorized employees. The Policy thus identifies which Dartmouth College employees are authorized to enter into transactions with external parties on behalf of Dartmouth and to submit requisitions for purchases through Dartmouth's internal procurement system.

A. General Provisions.

1. Authorized signers and requisitioners under this Policy are responsible for ensuring that:
 - Where required, internal review and approval (including approval by the Board of Trustees or a Board committee, if required) have been obtained;
 - The transaction and its terms are consistent with Dartmouth's program objectives and budgetary authorizations, legal requirements, procurement policies, and the terms of restricted funds (if applicable); and
 - There is no real or perceived conflict of interest on the part of any individual or organization involved in the transaction or, where a real or perceived conflict of interest does exist, the issue has been resolved prior to entering into the transaction, as required by Dartmouth's Conflict of Interest Policy. (<http://www.dartmouth.edu/~osp/resources/policies/dartmouth/cofinterest.html>) Resolution of any real or perceived conflict should be documented in writing and kept on file by the responsible department. Questions about possible conflicts should be directed to the Office of the General Counsel.
2. To create an adequate audit trail, approvals shall be memorialized in a memorandum, e-mail or other document that is maintained with the file concerning the transaction. Such documents should be stored and retained (whether in paper or electronic form) in accordance with Dartmouth's record retention policies and procedures.
3. Except as provided in this Policy, no College faculty member, staff member or student has authority to enter into any contract or financial commitment on behalf of Dartmouth. Individuals who purport to enter into contracts or financial commitments on behalf of Dartmouth without authority may be personally liable for such contracts or commitments, whether oral or written. Individuals who enter into unauthorized contracts or commitments may also be subject to disciplinary action, up to and including termination.
4. Except as specified in this Policy, or in other College policies or Board of Trustees resolutions, the President holds signature and requisition authority with respect to all educational, financial and administrative matters pertaining to Dartmouth and may delegate such authority to other senior administrators for specified transactions. All delegations of signature and requisition authority by the President must be in writing.
5. Authority delegated to employees under this Policy may also be exercised by higher level employees to whom the designated employees report.
6. To prevent delays in obtaining approvals when senior leaders are not available for extended periods, the following administrators may designate other administrators to exercise their authority under this Policy during their temporary absence:

President's Office Chief of Staff
Provost
Executive Vice President
Chief Financial Officer (CFO)
Senior Vice President for Advancement
Vice President for Campus Services
Dean of the College
Dean of the Faculty
Dean of Medical School
Dean of the School of Graduate and Advance Studies
Dean of Tuck School
Dean of Thayer School

If all persons with signature or requisition authority are temporarily absent, authority for transactions requiring immediate action may be exercised by the Executive Vice President or Provost.

Temporary delegations should be emailed to

- Controller's Office Oracle.Processing@dartmouth.edu,
- the appropriate finance center,
- Procurement.Services@dartmouth.edu, and
- the individual delegated temporary authority.

7. All persons designated as having signature authority under this Policy are thereby authorized to execute, acknowledge and deliver to external parties, in the name and on behalf of Dartmouth, any and all agreements, documents or other instruments that they determine to be necessary or appropriate to carry out the transactions authorized thereby.
8. The Executive Vice President and Provost, on the recommendation of the Controller and with the approval of the General Counsel, may delegate authority up to \$1 million and make modifications to the signature authority policy relating to matters of form, including but not limited to changes in titles or positions.
9. This Policy shall be published on Dartmouth's web site, and links shall be included in appropriate College publications including but not limited to the Faculty and Employee Handbooks and the web sites of the Board of Trustees, the Office of the General Counsel, and the Controller).
10. Questions concerning the scope or interpretation of this Policy should be addressed to the Office of the General Counsel.

B. Relationship of this Policy to Procurement Card System, eProcurement System, Invoice Approval Process, Business Expense Reimbursement Policy, and other Policies.

1. **Procurement Card System:** In addition to the authorizations set forth below, College employees may be authorized by departments to make certain types of purchases (generally under \$2,500) through the Procurement Card System. See www.dartmouth.edu/~control/policies/procurement-card-policy.html for a description of the policies and procedures governing the “P-Card” System.
2. **eProcurement System:** Dartmouth’s *eProcurement System* provides an electronic mechanism for departments to submit a requisition for a purchase to the Procurement Services Department, which issues a purchase order. The eProcurement System works in conjunction with this Policy to ensure the appropriate authorization for purchasing of goods and services. See guidelines for delegation of authority for general business transactions by grade level or faculty title (see Appendix A).
3. **Invoice Approval Process:** Where a contract or requisition has been approved under this Policy, authority to approve an invoice for goods and services provided under that contract or requisition is granted to employees on the Invoice Approval List maintained by the Controller. Delegations of authority to approve invoices shall be filed with the Controller’s Office on a form provided by that office. See [<http://www.dartmouth.edu/~control/forms/security.html>]. Invoices submitted for payment that are not associated with an approved requisition or contract require approval specified in this policy
4. **Business Expense Reimbursement:** Approval for business expense reimbursements is based on the Dartmouth business expense reimbursement policy. Business Expense Reimbursement forms must be approved by the employee and his/her immediate supervisor or more senior officer in the department who has the authority to approve charges to the particular account(s). The individual supervisor may delegate (in writing) his or her signature authority to another individual. No employee is authorized to approve his or her own, a peer's or a superior's Business Expense Reimbursement form, or charges to an account for which he/she is not authorized to approve expenditures. Area fiscal officers are authorized to approve Business Expense Reimbursement forms charged to College accounts for which they have budget responsibility (except for their own expenses or those incurred by his or her immediate supervisor). Business Expense Reimbursement forms for non-employees must be approved by the individual and the Dartmouth employee who has financial responsibility for the chart string to which expenses will be charged.
5. **Joint Venture Policy:** Approval to establish a Joint Ventures is governed by the Joint Venture Policy. As used in the Policy, “**Joint Venture**” means any joint ownership or contractual arrangement through which there is an agreement for Dartmouth College (the “College”), either directly or indirectly, to jointly undertake with another person or organization a specific business enterprise without regard to (i) whether the College controls the venture or arrangement, (ii) the legal structure of the venture or arrangement, or (iii) whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. For signature authority regarding joint ventures, see policy at <http://www.dartmouth.edu/~control/policies/index.html>

President's Office Chief of Staff
Provost
Executive Vice President
Chief Financial Officer (CFO)
Senior Vice President for Advancement
Vice President for Campus Services
Dean of the College
Dean of the Faculty
Dean of Medical School
Dean of the School of Graduate and Advance Studies
Dean of Tuck School
Dean of Thayer School

If all persons with signature or requisition authority are temporarily absent, authority for transactions requiring immediate action may be exercised by the Executive Vice President or Provost.

Temporary delegations should be emailed to

- Controller's Office Oracle.Processing@dartmouth.edu,
 - the appropriate finance center,
 - Procurement.Services@dartmouth.edu, and
 - the individual delegated temporary authority.
7. All persons designated as having signature authority under this Policy are thereby authorized to execute, acknowledge and deliver to external parties, in the name and on behalf of Dartmouth, any and all agreements, documents or other instruments that they determine to be necessary or appropriate to carry out the transactions authorized thereby.
 8. The Executive Vice President and Provost, on the recommendation of the Controller and with the approval of the General Counsel, may delegate authority up to \$1 million and make modifications to the signature authority policy relating to matters of form, including but not limited to changes in titles or positions.
 9. This Policy shall be published on Dartmouth's web site, and links shall be included in appropriate College publications including but not limited to the Faculty and Employee Handbooks and the web sites of the Board of Trustees, the Office of the General Counsel, and the Controller).
 10. Questions concerning the scope or interpretation of this Policy should be addressed to the Office of the General Counsel.

C. Abbreviations.

AVPTM	Assistant Vice President Finance & Treasury Management
CFO	Chief Financial Officer
CHRO	Chief Human Resources Officer
CIO	Chief Investment Officer
COO	Chief Operating Officer of applicable division
COOA	Chief Operating Officer for Advancement
COOI	Chief Operating Officer for Investment Office
CS	Campus Services
DCFR	Director of Corporate and Foundation Relations
DCIO	Deputy Chief Investment Officer
EDAF	Executive Dean for Administration and Finance
EDGP	Executive Director of Gift Planning
EVP	Executive Vice President
OSP	Office of Sponsored Projects
PI	Principal Investigator
REO	Real Estate Office
RICS	Risk and Internal Controls Services
SIOM	Senior Investment Operations Manager
SVPA	Senior Vice President for Advancement
VPAR	Vice President for Alumni Relations
VPCOMM	Vice President for Communications
VPCS	Vice President for Campus Services
VPD	Vice President for Development
VPIPG	Vice President for Presidential Initiatives and Principal Gifts
VPR	Vice Provost for Research

D. Delegations of Authority.

Delegations of authority in this Policy are as follows:

Business Transactions – General <i>(This section governs transactions not covered by any of the appendices listed below.)</i>	Appendix A
Financial Management Transactions	Appendix B
Investment Transactions	Appendix C
Development Transactions	Appendix D
Real Estate and Facilities Transactions	Appendix E
Risk Management and Insurance Transactions	Appendix F
Sponsored Activities Administration and Intellectual Property Transactions	Appendix G
Staff Hiring	Appendix H
Medical School Transactions	Appendix I
Procurement Services Department Authority	Appendix J

E. Review by Office of the General Counsel.

1. All transactions covered by Appendix A (Business Transactions – General) and Appendix H (Staff Hiring) with a financial commitment expected to exceed \$500,000 (single year, or aggregate value if multi-year) must be reviewed for legal risk by the Office of the General Counsel.
2. Transactions covered by other appendices must be reviewed by the Office of the General Counsel for legal risk to the extent specified.
3. The Office of Campus Services and the Office of the General Counsel have prepared standard contract forms for the following types of transactions:
 - o Contracts with Design Professional
 - o Contracts with Contractors and Construction Managers

Additionally, the Office of Procurement Services and the Office of the General Counsel have prepared a standard form for the purchase of goods and services.

Where applicable, the use of the forms noted above is required. Such forms may not be modified without the written approval of the General Counsel, Associate General Counsel, or Assistant General Counsel and the Office of Campus Services or Procurement, as applicable. Questions concerning the availability of standard forms or other contracting matters should be addressed to the Office of the General Counsel.

F. Documenting Delegations of Authority

Delegations of authority shall be filed with the Controller's Office on a form provided by that office. See <http://www.dartmouth.edu/~control/forms/security.html>.

Appendix G: Sponsored Activities Administration and Intellectual Property Transactions

<p>Grants (including sub-grants) for external support for research (applications and agreements)</p>	<p><u>Over \$5,000,000</u> Director, OSP, or Vice Provost for Research</p> <p><u>Up to \$5,000,000</u> Director, Associate Director, or Assistant Director, OSP</p> <p><u>Up to \$2,000,000</u> Director, Associate Director, Assistant Director, Senior Grants Officer, or Grants Officer, OSP</p>
<p>Contracts (including sub-contracts) for external support for research (applications and agreements) and fee for service agreements.</p>	<p><u>Up to \$500,000</u> Director, Associate Director, Assistant Director, or Senior Grants Officer, OSP</p> <p><u>Up to \$1,000,000</u> Director or Associate Director, OSP</p> <p><u>Over \$1,000,000</u> Director, OSP, or Vice Provost for Research</p>
<p>Agreements with federal agencies for reimbursement of facilities and administrative costs</p>	<ul style="list-style-type: none"> • Director, OSP, or Vice Provost for Research; and • EVP or CFO <p>jointly</p>
<p>Approval of Sub-recipient Invoices/payments</p>	<p>OSP and PI, jointly</p>
<p>Purchases of goods and services with grant or contract funds <i>Titles (e.g., "Director of Budget & Fiscal Affairs", "EDAF") refer to the designated position in the school or department that is the recipient of the grant or contract as recorded in the Office of Sponsored Projects. When a grant or contract has more than one PI, each PI is authorized to exercise the authority under this Policy with respect to the portion of the project for which he or she is responsible.</i></p>	<p>In addition to the delegations set forth below, authorized staff members, and research team members designated in writing by the PI, may make purchases through any procurement mechanism up to the dollar amount permitted under the Procurement Card System, or such lower dollar amount as may be set by the PI.</p> <p><u>Up to \$5,000</u> Any regular employee with purchasing responsibility for the grant</p> <p><u>Up to \$25,000</u></p> <ul style="list-style-type: none"> • PI, Laboratory Manager, or Grant Manager, or PI designee; and • OSP <p><u>Up to \$100,000</u></p> <ul style="list-style-type: none"> • PI; or • Dean's designee with permission of PI

	<p>(PI and EDAF, jointly, may delegate authority up to \$100,000 in writing to other staff members); -and-</p> <ul style="list-style-type: none"> • OSP <p><u>Up to \$250,000</u></p> <ul style="list-style-type: none"> • PI; and • Dean's Designee jointly; <p>-and-</p> <ul style="list-style-type: none"> • OSP <p><u>Over \$250,000</u></p> <ul style="list-style-type: none"> • PI and Dean or Dean's designee, jointly; and • OSP <p><u>Additional Approvals:</u></p> <ul style="list-style-type: none"> • Review by the General Counsel, Associate or Assistant General Counsel is also required for transactions over \$500,000
<p>Agreements relating to the transfer of materials used in scientific research</p>	<p>Director , Technology Transfer Office; in the Director's absence, Director or Associate Director, OSP</p> <p>The Director of Technology Transfer may delegate authority to the Contract Manager.</p>
<p>Agreements for licenses and options of inventions/patents owned by Dartmouth pursuant to Dartmouth's Policy on Patents, Copyrights and Other Intellectual Property Rights</p>	<p>Director, Technology Transfer Office</p>
<p>Agreements for licenses and options of works of authorship/copyrights owned by Dartmouth pursuant to Dartmouth's Policy on Patents, Copyrights and Other Intellectual Property Rights</p>	<p>Dean of Libraries with respect to works administered by the Libraries Director, Technology Transfer Office with respect to software General Counsel. Associate or Assistant General Counsel with respect to all other works</p>
<p>Authority to execute documents pertaining to the registration and protection of intellectual property, including but not limited to powers of attorney, assignments, small entity forms and certifications required by the United States Patent and Trademark Office of patent authorities of foreign countries</p>	<p>Director, Technology Transfer Office The Director of Technology Transfer may delegate authority to the Contract Manager or Senior Business Development & Licensing Manager.</p>

<p>Authority to sign confidentiality and non-disclosure agreements in connection with the licensing (outgoing and incoming) and marketing of intellectual property</p>	<p>Director, Technology Transfer Office The Director of Technology Transfer may delegate authority to the Contract Manager or Senior Business Development & Licensing Manager.</p>
<p>Engagement of attorneys to represent Dartmouth in connection with the evaluation of inventions and the filing and prosecution of patents</p>	<p>Director, Technology Transfer Office, in consultation with the General Counsel</p>
<p>Licenses for the use of College-owned trademarks</p>	<p>General Counsel, Associate General Counsel, Assistant General Counsel, or Trademark Licensing Administrator</p>
<p>State and federal trademark registrations</p>	<p>General Counsel, Associate General Counsel or Assistant General Counsel</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2018

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-DART-GAWUP-17-18	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
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INSURED THE TRUSTEES OF DARTMOUTH COLLEGE ATTN: CATHERINE LARK 53 S. MAIN STREET, SUITE 212 HANOVER, NH 03755															

COVERAGES

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PCHE2017-03	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			CAS4057025 'SELF-INSURED FOR' 'PHYSICAL DAMAGE'	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			YUB 301084J	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			
A	PROFESSIONAL LIABILITY			PCHE2017-03	07/01/2017	07/01/2018	EACH CLAIM 2,000,000 AGGREGATE 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
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							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
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								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
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				6024204720 (CA)	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
				EWC008364 (NH) "Below SIR Applies"	07/01/2017	07/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
				SIR: \$1,000,000			E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Evidence Only

CERTIFICATE HOLDER NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Dartmouth College Mission Statement

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.

Our Core Values

Dartmouth expects academic excellence and encourages independence of thought within a culture of collaboration.

Dartmouth faculty are passionate about teaching our students and are at the forefront of their scholarly or creative work.

Dartmouth embraces diversity with the knowledge that it significantly enhances the quality of a Dartmouth education.

Dartmouth recruits and admits outstanding students from all backgrounds, regardless of their financial means.

Dartmouth fosters lasting bonds among faculty, staff, and students, which encourage a culture of integrity, self-reliance, and collegiality and instill a sense of responsibility for each other and for the broader world.

Dartmouth supports the vigorous and open debate of ideas within a community marked by mutual respect.

Our Legacy

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, the School of Graduate and Advanced Studies, Thayer School of Engineering, and the Tuck School of Business. 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

Financial Statements

2016 - 2017





Report of Independent Auditors

To the Board of Trustees of Dartmouth College

We have audited the accompanying consolidated financial statements of Dartmouth College and its subsidiaries, which comprise the consolidated statement of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities and of operating expenses for the year ended June 30, 2017 and of cash flows for the years ended June 30, 2017 and 2016.

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.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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 financial position of Dartmouth College and its subsidiaries as of June 30, 2017 and 2016 and the changes in their net assets for the year ended June 30, 2017 and their cash flows for the years ended June 30, 2017 and 2016 in accordance with accounting principles generally accepted in the United States of America.



Other Matter

We previously audited the consolidated statement of financial position as of June 30, 2016, and the related consolidated statements of activities, of operating expenses and of cash flows for the year then ended (not presented herein), and in our report dated October 25, 2016, we expressed an unmodified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying summarized financial information as of June 30, 2016 and for the year then ended is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

PricewaterhouseCoopers LLP

October 26, 2017

Dartmouth College

Consolidated Statement of Financial Position

As of June 30, 2017, with comparative information as of June 30, 2016

(in thousands)

	2017	2016
Assets		
Cash and cash equivalents	\$ 175,997	\$ 207,932
Receivables and other assets, net	137,687	140,713
Investment related receivables	52,591	51,484
Pledges receivable, net	244,714	211,455
Investments	6,318,176	5,697,656
Land, buildings, equipment, and construction in progress, net	967,639	954,922
Total assets	\$ 7,896,804	\$ 7,264,162
Liabilities		
Accounts payable and other liabilities	\$ 94,929	\$ 99,860
Investment related payables	157,308	85,833
Deferred revenues and deposits	39,975	41,048
Liability for split-interest agreements	52,715	49,527
Pension and other employment related obligations	400,872	420,710
Bonds, mortgages, and notes payable, net	1,211,124	1,244,721
Interest rate swap liabilities, at fair value	175,646	250,321
Conditional asset retirement obligations	25,314	24,522
Government advances for student loans	20,551	20,660
Total liabilities	2,178,434	2,237,202
Net Assets		
Unrestricted	1,329,106	1,104,557
Temporarily restricted	2,986,934	2,570,506
Permanently restricted	1,402,330	1,351,897
Total net assets	5,718,370	5,026,960
Total liabilities and net assets	\$ 7,896,804	\$ 7,264,162

See accompanying notes to the consolidated financial statements.

Dartmouth College

Consolidated Statement of Activities

For the year ended June 30, 2017, with summarized financial information for the year ended June 30, 2016

(in thousands)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2017	2016
Endowment Activities					
Gifts	\$ 37	\$ 21,399	\$ 35,363	\$ 56,799	\$ 71,356
Net investment return	140,956	488,122	1,305	630,383	(99,549)
Distributed for spending	(49,407)	(175,976)	(26)	(225,409)	(208,633)
Other changes	2,358	(5,544)	8,067	4,881	4,796
Amounts transferred (to) from other funds, net	(1,715)	15,691	1,460	15,436	42,943
Change in net assets from endowment activities	92,229	343,692	46,169	482,090	(189,087)
Operating Activities					
Revenues					
Tuition and fees	355,454	-	-	355,454	340,979
Student scholarships	(150,460)	-	-	(150,460)	(141,713)
Net tuition and fees	204,994	-	-	204,994	199,266
Sponsored research grants and contracts	171,007	-	-	171,007	183,083
Dartmouth College Fund and other gifts	71,763	15,236	-	86,999	87,151
Distributed endowment investment return	214,126	9,419	-	223,545	206,944
Other operating income	123,523	132	-	123,655	107,032
Auxiliaries	77,680	-	-	77,680	76,089
Net assets released from restrictions	8,805	(8,805)	-	-	-
Total revenues	871,898	15,982	-	887,880	859,565
Expenses					
Academic and student programs	557,969	-	-	557,969	592,068
Sponsored programs	129,780	-	-	129,780	133,016
General institutional services	101,821	-	-	101,821	107,229
Auxiliaries	83,553	-	-	83,553	85,798
Subtotal expenses for ongoing operations	873,123	-	-	873,123	918,111
Change in net assets from ongoing operations	(1,225)	15,982	-	14,757	(58,546)
Restructuring expenses	-	-	-	-	53,459
Environmental remediation and related expenses	26,950	-	-	26,950	-
Change in net assets from operating activities	(28,175)	15,982	-	(12,193)	(112,005)
Non-operating Activities					
Gifts	-	60,245	1,600	61,845	66,129
Other non-operating changes, net	44,822	6,583	-	51,405	(1,569)
Loss on extinguishment of debt	-	-	-	-	(31,732)
Distributed endowment investment return	559	1,305	-	1,864	1,689
Increase in outstanding pledges, net	-	31,524	1,735	33,259	47,087
Pension and postretirement benefit related changes					
other than net periodic benefit costs	37,422	-	-	37,422	69,052
Disposals and non-capitalized expenditures	(8,540)	(912)	-	(9,452)	(7,180)
Change in unrealized gain (loss) related to					
interest rate swap agreements	74,675	-	-	74,675	(82,904)
Net assets released from restrictions	10,023	(10,023)	-	-	-
Amounts transferred (to) from endowment, net	1,408	(16,844)	-	(15,436)	(42,943)
Net change in split-interest agreements	126	(15,124)	929	(14,069)	(18,038)
Change in net assets from non-operating activities	160,495	56,754	4,264	221,513	(409)
Change in net assets	224,549	416,428	50,433	691,410	(301,501)
Net Assets, beginning of year	1,104,557	2,570,506	1,351,897	5,026,960	5,328,461
Net Assets, end of year	\$ 1,329,106	\$ 2,986,934	\$ 1,402,330	\$ 5,718,370	\$ 5,026,960

See accompanying notes to the consolidated financial statements.

Dartmouth College

Consolidated Statement of Operating Expenses

For the year ended June 30, 2017, with summarized financial information for the year ended June 30, 2016
(in thousands)

	General Institutional Services				Total		Total Expenses	
	Academic & Student Programs	Sponsored Programs	Administrative Support	Facilities Operation & Maintenance	Development	Auxiliaries	2017	2016
Salaries and wages	\$ 230,629	\$ 50,216	\$ 30,757	\$ 19,504	\$ 20,510	\$ 70,771	\$ 366,654	\$ 390,962
Employee benefits	84,089	18,309	11,214	7,111	7,478	25,803	133,684	154,613
Fellowships and student support	13,496	3,567	-	-	-	-	17,090	15,921
Materials, equipment, and supplies	37,608	9,090	6,904	629	1,012	8,545	72,370	78,018
Purchased services	45,569	44,713	5,365	3,548	4,437	13,350	115,013	102,398
Utilities, taxes, and occupancy	1,844	145	-	27,757	553	28,310	38,134	45,572
Depreciation and amortization	47,246	-	4,020	4,822	293	9,135	66,189	66,582
Lodging, travel, and similar costs	22,791	3,447	1,381	89	2,273	3,743	30,149	29,739
Interest	-	-	-	25,943	-	25,943	27,356	27,118
Other expenses	4,559	293	571	353	502	1,426	6,484	7,188
	487,831	129,780	60,212	89,756	37,058	187,026	873,123	918,111
Facilities operation & maintenance	70,138	-	4,470	(89,756)	81	(85,205)	0	
Total expenses for FY17	\$ 557,969	\$ 129,780	\$ 64,682	\$ -	\$ 37,139	\$ 101,821	\$ 873,123	
	\$ 592,068	\$ 133,016	\$ 66,400	\$ -	\$ 40,829	\$ 107,229	\$ 85,798	\$ 918,111

See accompanying notes to the consolidated financial statements.

Dartmouth College

Consolidated Statement of Cash Flows

For the year ended June 30, 2017, with comparative information for the year ended June 30, 2016
(in thousands)

	2017	2016
Cash flows from operating activities		
Total change in net assets	\$ 691,410	\$ (301,501)
Adjustments to reconcile total change in net assets to net cash used by operating activities:		
Depreciation and amortization	66,499	67,326
Change in estimated value of interest rate swap agreements	(74,675)	82,904
Change in estimated pension and post-retirement benefit obligation	(26,056)	(45,198)
Net change in split-interest liability	3,188	(367)
Change in pledges receivable, net	(33,259)	(47,087)
Other non-cash transactions	854	1,025
Contributions, investment income, and other changes restricted for long-term investment	(106,153)	(130,870)
Net realized and changes unrealized (gains) losses	(717,837)	119,262
Changes in operating assets and liabilities:		
Receivables and other assets, net	597	(1,003)
Accounts payable and other liabilities	(5,452)	33,072
Deferred revenues and deposits	(1,073)	(2,250)
Employment related obligations	6,218	14,554
Net cash used in operating activities	<u>(195,739)</u>	<u>(210,133)</u>
Cash flows from investing activities		
Student loans granted	(6,977)	(11,767)
Student loans repaid	10,559	11,076
Purchases of land, buildings, and equipment	(79,629)	(51,888)
Purchases of investments	(3,838,691)	(4,807,803)
Sales and maturities of investments	4,006,376	4,708,455
Net cash provided by (used in) investing activities	<u>91,638</u>	<u>(151,927)</u>
Cash flows from financing activities		
Proceeds from issuance of debt	-	642,065
Repayment of debt	(33,878)	(492,248)
Contributions, investment income, and other changes restricted for long-term investment in:		
Facilities	34,159	47,375
Endowment, life income, and similar funds	71,994	83,495
Changes in government advances for student loans	(109)	168
Net cash provided by financing activities	<u>72,166</u>	<u>280,855</u>
Net change in cash and cash equivalents	(31,935)	(81,205)
Cash and cash equivalents, beginning of year	207,932	289,137
Cash and cash equivalents, end of year	<u>\$ 175,997</u>	<u>\$ 207,932</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 50,703	\$ 63,470
Accounts payable related building and equipment additions	\$ 1,313	\$ 1,416
Contributed securities received	\$ 41,735	\$ 46,055

See accompanying notes to the consolidated financial statements.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2017 and 2016

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, medicine, and arts and sciences.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis. Dartmouth's consolidated 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 Hanover, NH area; the Dartmouth Education Loan Corporation (DELCO), which provides scholarships and loans to Dartmouth students who are unable to finance their education through other sources; and various separately incorporated entities which support experiential learning and other 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, divisions or 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 2017 consolidated 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 consolidated financial statements for the year ended June 30, 2016, from which the summarized information was derived. Certain prior year amounts have been reclassified to conform to the fiscal year 2017 presentation.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2017 and 2016

Use of Estimates

The preparation of consolidated 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates in these consolidated financial statements are the fair value of investments, interest rate swap agreements, 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.

Recent Accounting Pronouncements

In January 2016, the FASB issued ASU 2016-01, Recognition and Measurement of Financial Assets and Financial Liabilities, which addresses certain aspects of recognition, measurement, presentation and disclosure of financial instruments. The ASU is effective for Dartmouth's fiscal 2020; however, as permitted by the ASU, Dartmouth chose to early adopt the provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) in fiscal 2016. Dartmouth is evaluating the impact of the remainder of the new guidance on the consolidated financial statements.

In fiscal 2017, Dartmouth adopted ASU 2015-03, Simplifying the Presentation of Debt Issuance Costs, which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from that debt liability, consistent with the presentation of a debt discount. The adoption of ASU 2015-03 is considered a change in accounting principle, and has been applied on a retrospective basis. For fiscal year ended June 30, 2017 and 2016, Dartmouth reclassified unamortized debt issuance costs from deferred assets to bonds payable liability in the amounts of \$3,025,000 and \$3,263,000, respectively.

Consolidated Statement of Activities

Operating activities presented in the Consolidated 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. Amortization expense of capitalized information technology costs is allocated to the functional classification that the technology supports. 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 Consolidated Statement of Activities consist of gifts for facilities projects and gifts whose purpose has not yet been finalized, 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 benefit costs.

Endowment activities presented in the Consolidated 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.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2017 and 2016

Cash and Cash Equivalents

Cash and cash equivalents may include U.S. treasury funds, money market accounts, certificates of deposit, commercial paper, foreign currency and currency related contracts, and liquid short-term investments with maturities of 90 days or less at the date of acquisition. Cash and cash equivalents are carried at fair value and considered Level 1 in the fair value hierarchy.

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 65 percent of tuition and fees revenue for the years ended June 30, 2017 and 2016. Student scholarships provided by Dartmouth are presented in the Consolidated 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 \$3,475,000 and \$4,089,000 for the years ended June 30, 2017 and 2016, respectively, which are not presented in the Consolidated Statement of Activities.

Prior to fiscal 2017, all students admitted to Dartmouth's undergraduate program were admitted without regard to financial need. Beginning in fiscal 2017, for international applicants only, Dartmouth considers the financial need of those applicants as part of the admissions process. All admitted students are offered financial aid to fully meet their demonstrated need, which is defined using a uniform formula that determines the ability to pay based on the family's income and assets, along with many other factors. The full amount of demonstrated need is met with a financial aid package that includes a combination of employment eligibility, grants, and in some cases, loans.

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, 2017. Dartmouth recovered facilities and administrative costs of approximately \$42,718,000 and \$42,354,000 during the years ended June 30, 2017 and 2016, 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, 2017, tax years ended June 30, 2014 through June 30, 2016 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, 2017 and 2016, Dartmouth paid approximately \$19.3 million and \$19.3 million, respectively, and received approximately \$9.1 million and \$24.0 million, respectively, in connection with these arrangements.

Dartmouth College
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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 two 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 Consolidated 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.

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 Consolidated 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 U.S. 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 of financial contracts held for investment purposes, and U.S. treasury securities with an original or remaining maturity of three months or less when purchased. These investments are valued based on market price or cost which approximates fair value. Advance contributions to commingled fund investments and redemptions receivable from commingled fund investments at June 30, 2017 and June 30, 2016 are included within Investments as presented on the Consolidated 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 listed 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 private 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.

Directly held real estate is reflected at fair value in accordance with Dartmouth's valuation policy. Management estimates fair value for these properties using primarily inputs from independent third-party appraisals, which are conducted not less than once every 12 months, but may consider other metrics including discounted cash flow analysis or recent tax assessments, or at cost which approximates fair value for properties held for less than one year or which are being actively developed.

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Total investment return (interest, dividends, rents, royalties, and net realized and changes in unrealized gains and losses) earned by Dartmouth's endowment investments is included in endowment activities on the Consolidated Statement of Activities, while the net income earned by the non-endowment investments is included in operating or non-operating activities, as appropriate, on the Consolidated 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 on the date of distribution. 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. Fees charged by external investment managers are generally based on contractual percentages of the fair 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 \$15,817,000 and \$14,263,000 for the years ended June 30, 2017 and 2016, respectively, and have been netted against total investment return and other operating and non-operating income in the accompanying Consolidated Statement of Activities.

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, sovereign, currency, liquidity, and credit risks. Additionally, investments in real assets through commingled funds 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 consists 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 and in accordance with purpose designated by the donor.

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 Consolidated 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 Consolidated Statement of Activities.

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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 2.4% and 1.8% for June 30, 2017 and 2016, respectively, 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 Dartmouth 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 Consolidated Statement of Activities.

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	13 – 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 Consolidated Statement of Financial Position. Purchases of collection items are recorded in the Consolidated 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 consolidated financial statements.

Dartmouth College
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B. Receivables and Other Assets

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

	2017	2016
Student accounts	\$ 1,884	\$ 493
Sponsored research grants and contracts	20,149	18,048
Other accounts	35,858	41,687
Notes and student loans	61,249	64,831
Less: allowance for uncollectible accounts	(2,446)	(3,600)
Receivables, net	\$ 116,694	\$ 121,459
Prepaid costs, inventories, and other assets	20,993	19,254
Total receivables and other assets, net	\$ 137,687	\$ 140,713

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 Consolidated 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.

C. Gifts and Pledges Receivable

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

	2017	2016
Gifts to support operations	\$ 86,999	\$ 87,151
Gifts for:		
Facilities and student loans	34,159	47,375
Other restricted uses	4,838	2,973
Endowment	56,799	71,356
Split-interest agreements	22,848	15,781
Total gifts and pledge payments	\$ 205,643	\$ 224,636

Unconditional pledges as of June 30 are expected to be realized in the following periods, discounted at rates ranging from 0.7% to 6.2% (in thousands):

	2017	2016
In one year or less	\$ 60,631	\$ 74,074
Between one year and five years	150,323	97,385
Six years and after	47,847	49,796
Gross pledges receivable	\$ 258,801	\$ 221,255
Less: present value discount	(10,722)	(7,955)
Less: allowance for uncollectible pledges	(3,365)	(1,845)
Pledges receivable, net	\$ 244,714	\$ 211,455

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

Dartmouth College
Notes to Consolidated Financial Statements
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D. Investments

Dartmouth's endowment and other investment portfolios include investments in various asset classes, each with different return expectations, risk characteristics, and liquidity provisions.

Fixed Income includes strategies based on capital preservation and 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. Exposures to these investments may include directly held securities as well as investments through commingled funds and derivatives, including fixed income futures and forwards, and interest rate and credit default swaps.

Global Equity includes investments in directly held equity securities and commingled funds, whose managers primarily invest in global public long-only and long/short equity securities with portfolios that are directionally exposed to the market.

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

Dartmouth also invests in venture capital, private equity, real estate, other real assets, and other debt-related strategies primarily 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 directly or through publicly traded mutual funds as well as direct real estate. Other real asset investments may include limited partnerships, commingled fund and public index exposure targeting natural resource investments.

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

	2017	2016
Endowment investments	\$ 5,069,078	\$ 4,538,696
Split-interest agreement investments	142,773	130,237
Operating and other investments	1,106,325	1,028,723
Total investments	\$ 6,318,176	\$ 5,697,656

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 investments in Level 1 includes cash and cash equivalents, actively listed and traded equities, U.S. 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 and derivatives.

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 directly held real estate and other illiquid investments.

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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 Fair Value Leveling table summarizes Dartmouth's investments that are reported at fair value by their fair value hierarchy classification as of June 30, 2017 (in thousands):

	Level 1	Level 2	Level 3	Total
Investments:				
Cash and cash equivalents	\$ 153,411	\$ -	\$ -	\$ 153,411
Fixed income	491,471	245,763	1	737,235
Global equity:				
US equity	423,837	-	23	423,860
International	24,601	-	-	24,601
Emerging markets	109,178	-	-	109,178
Real assets:				
Real estate	17,367	-	189,934	207,301
Other real assets	42,700	-	-	42,700
Other investments	-	85	2,151	2,236
Contributions in advance	15,000	-	-	15,000
Redemption receivable	101,396	-	-	101,396
Total investments	\$ 1,378,961	\$ 245,848	\$ 192,109	\$ 1,816,918

The following Fair Value Leveling table summarizes Dartmouth's investments that are reported at fair value by their fair value hierarchy classification as of June 30, 2016 (in thousands):

	Level 1	Level 2	Level 3	Total
Investments:				
Cash and cash equivalents	\$ 65,410	\$ -	\$ -	\$ 65,410
Fixed income	492,876	222,410	79	715,365
Global equity:				
US equity	481,225	-	523	481,748
International	37,414	-	-	37,414
Emerging markets	40,971	-	-	40,971
Real assets:				
Real estate	18,460	-	199,253	217,713
Other real assets	71,466	-	-	71,466
Other investments	-	128	1,454	1,582
Contributions in advance	95,377	-	-	95,377
Redemption receivable	76,569	-	-	76,569
Total investments	\$ 1,379,768	\$ 222,538	\$ 201,309	\$ 1,803,615

The following tables present Dartmouth's activity for the fiscal years ended June 30, 2017 and 2016 for investments measured at fair value in Level 3 (in thousands):

	Fixed Income	US Equity	Real Assets	Other Investments	Total
Balance as of June 30, 2016	\$ 79	\$ 523	\$ 199,253	\$ 1,454	\$ 201,309
Acquisitions / purchases	-	-	3,315	908	4,223
Distributions / sales	(8)	(652)	(27,895)	(211)	(28,766)
Realized gain (loss)	8	152	13,626	-	13,786
Change in unrealized gain (loss)	(78)	-	1,635	-	1,557
Balance as of June 30, 2017	\$ 1	\$ 23	\$ 189,934	\$ 2,151	\$ 192,109

Dartmouth College
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	Fixed Income	US Equity	Real Assets	Other Investments	Total
Balance as of June 30, 2015	\$ 79	\$ 523	\$ 199,028	\$ 1,728	\$ 201,358
Acquisitions / purchases	-	-	667	8	675
Distributions / sales	-	-	(3,769)	(282)	(4,051)
Realized gain (loss)	-	-	185	-	185
Change in unrealized gain (loss)	-	-	3,142	-	3,142
Balance as of June 30, 2016	\$ 79	\$ 523	\$ 199,253	\$ 1,454	\$ 201,309

All net realized and unrealized gains (losses) in the table above are reflected in the Consolidated Statement of Activities. Cumulative unrealized gains related to Level 3 investments totaled \$23,436,000 and \$22,704,000 as of June 30, 2017 and 2016, respectively. The net change in unrealized gains (losses) related to Level 3 investments held at June 30, 2017, and June 30, 2016, are disclosed in the table above. Transfers between levels of the fair value hierarchy are reported at the beginning of the reporting period in which they occur.

The following tables provide quantitative information about the significant unobservable inputs used in the valuation of directly held real estate as of June 30, 2017 and June 30, 2016. Investments in real estate represent the estimated asset value of each of the underlying property investments, which are primarily informed by third party appraisals. Actual results could differ materially from these estimates particularly during periods of investment and/or interest rate volatility.

June 30, 2017 (in thousands):

Valuation Technique	Fair Value ¹	Unobservable Inputs	Input Value(s)
Third party appraisal-income capitalization approach	\$ 168,590	Capitalization rate	4.00 – 7.00%
Third party appraisal-comparable sales	15,832	Recent sales	
Third party appraisal-comparable sales	2,070	Discount rate	25.00%
Tax assessed value – adjusted annually	2,753	State / Local equalization ratios	0.834
Cost	689	Not applicable	Not applicable
Total	<u>\$ 189,934</u>		

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

June 30, 2016 (in thousands):

Valuation Technique	Fair Value ¹	Unobservable Inputs	Input Value(s)
Third party appraisal-income capitalization approach	\$ 155,954	Capitalization rate	4.00 – 8.50%
Third party appraisal-comparable sales	23,924	Recent sales	
Market bid	16,450	Not applicable	Not applicable
Tax assessed value – adjusted annually	2,274	State / Local equalization ratios	0.876
Cost	651	Not applicable	Not applicable
Total	<u>\$ 199,253</u>		

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

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The following Fair Value NAV table lists specified investment terms by asset category for Dartmouth's interest in certain commingled funds and private partnership interests that are reported using NAV as the practical expedient to estimate fair value as of June 30, 2017 (in thousands):

	Fair Value	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 61,016	Monthly	30 – 40	\$ -	No Limit
Global equity:					
US equity ¹	929,131	Ranges from monthly to bi-annual	30 – 90	35,000	No Limit
International	628,969	Ranges from semi-monthly to quarterly	3 – 180	-	No Limit
Emerging markets ²	214,692	Ranges from monthly to annually	45 – 180	-	No Limit
Hedge funds ³	1,202,445	Ranges from quarterly to annually	30 – 90	68,132	No Limit
Private equity / Venture capital	940,667	Illiquid	Not applicable	511,477	1 – 12 years
Real assets:					
Real estate	213,982	Illiquid	Not applicable	255,343	1 – 12 years
Other real assets	310,356	Quarterly, Illiquid	30, Not applicable	209,767	1 – 20 years
Total	<u>\$ 4,501,258</u>			<u>\$ 1,079,719</u>	

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

² Emerging markets includes funds that have restrictions on the ability to fully redeem up to three years.

³ Hedge funds includes funds that have restrictions on the ability to fully redeem up to five years, excluding illiquid securities and special investments.

The following Fair Value NAV table lists specified investment terms by asset category for Dartmouth's interest in certain commingled funds and private partnership interests that are reported using NAV as the practical expedient to estimate fair value as of June 30, 2016 (in thousands):

	Fair Value	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 44,094	Monthly	30 – 40	\$ -	No Limit
Global equity:					
US equity ¹	637,179	Ranges from quarterly to bi-annual	30 – 90	35,000	No Limit
International ²	460,033	Ranges from semi-monthly to quarterly	3 – 180	-	No Limit
Emerging markets ³	219,226	Ranges from daily to quarterly	30 – 180	-	No Limit
Hedge funds ⁴	1,155,608	Ranges from quarterly to annually	30 – 90	54,342	No Limit
Private equity / Venture capital	874,207	Illiquid	Not applicable	548,887	1 – 12 years
Real assets:					
Real estate	259,974	Illiquid	Not applicable	183,787	1 – 12 years
Other real assets	243,720	Quarterly, Illiquid	30, Not applicable	219,068	1 – 20 years
Total	<u>\$ 3,894,041</u>			<u>\$ 1,041,084</u>	

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

² International includes one fund with partial capital in lockup through December 31, 2016.

³ Emerging markets includes funds that have restrictions on the ability to fully redeem up to three years.

⁴ Hedge funds 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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Investments reported in the Fair Value Leveling and Fair Value NAV tables total \$6,318,176,000 and \$5,697,656,000 and are presented on the Consolidated Statement of Financial Position as of June 30, 2017 and 2016, respectively.

The following tables set forth the fair value of Dartmouth's derivative instruments for investment purposes by contract type as of June 30, 2017 and 2016 and gains/losses related to derivative activities for the years ended June 30, 2017 and 2016 (in thousands):

June 30, 2017:

	Notional Exposure		Fair Value ¹		Net Gain/(Loss) ²
	Long	Short	Asset	Liability	
Foreign currency forward contracts	\$ 42,958	\$ (44,757)	\$ 718	\$ (600)	\$ (86)
Fixed income futures contracts	48,197	(61,497)	139	(299)	1,365
Interest rate swaps ³	11,661	-	289	(7)	(60)
Credit default swaps	3,532	(6,749)	55	(415)	(435)
Total	<u>\$ 106,348</u>	<u>\$ (113,003)</u>	<u>\$ 1,201</u>	<u>\$ (1,321)</u>	<u>\$ 784</u>

June 30, 2016:

	Notional Exposure		Fair Value ¹		Net Gain/(Loss) ²
	Long	Short	Asset	Liability	
Foreign currency forward contracts	\$ 19,182	\$ (11,115)	\$ 143	\$ (464)	\$ 172
Fixed income futures contracts	72,754	(71,487)	1,309	(1,972)	(2,630)
Interest rate swaps	-	-	-	-	(19)
Credit default swaps	9,131	(9,101)	226	(332)	(115)
Total	<u>\$ 101,067</u>	<u>\$ (91,703)</u>	<u>\$ 1,678</u>	<u>\$ (2,768)</u>	<u>\$ (2,592)</u>

¹The net fair value of these derivative instruments is included in the Consolidated 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 Consolidated Statement of Activities as other operating income and other non-operating changes.

³The notional amount of these contracts represents a structure which pay based on a fixed rate and receive based on a variable rate.

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. In certain circumstances 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, 2017 and 2016, Dartmouth had no pledged collateral on futures contracts for investment purposes.

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. These instruments are valued using market-based prices and are included in Level 2 in the Fair Value Leveling table. The fair value of the contracts is included in the Consolidated Statement of Financial Position as investments at fair value. The gain on these contracts is presented in the operating and non-operating sections of the Consolidated Statement of Activities.

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. These instruments are valued using market-based prices and are included in Level 2 in the Fair Value Leveling table. The fair value of these credit default swap contracts is included in the Consolidated Statement of Financial Position as investments at fair value. The net gain/loss on these credit default swap contracts is presented in the operating and non-operating sections of the Consolidated 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):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2016	\$ 1,008,220	\$ 2,179,853	\$ 1,286,331	\$ 4,474,404
Net investment return:				
Investment income	3,371	13,052	34	16,457
Net appreciation (depreciation)	137,585	475,070	1,271	613,926
Total net investment return	140,956	488,122	1,305	630,383
Gifts	37	21,399	35,363	56,799
Distribution of endowment return to all funds	(49,407)	(175,976)	(26)	(225,409)
Transfers and other changes, net	643	10,147	9,527	20,317
Endowment net assets, June 30, 2017	\$ 1,100,449	\$ 2,523,545	\$ 1,332,500	\$ 4,956,494
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2015	\$ 1,075,885	\$ 2,407,876	\$ 1,179,730	\$ 4,663,491
Net investment return:				
Investment income	5,481	17,521	46	23,048
Net appreciation (depreciation)	(28,529)	(93,822)	(246)	(122,597)
Total net investment return	(23,048)	(76,301)	(200)	(99,549)
Gifts	63	2,327	68,966	71,356
Distribution of endowment return to all funds	(48,243)	(160,335)	(55)	(208,633)
Transfers and other changes, net	3,563	6,286	37,890	47,739
Endowment net assets, June 30, 2016	\$ 1,008,220	\$ 2,179,853	\$ 1,286,331	\$ 4,474,404

Transfers and other changes, net include additions to the endowment from matured split-interest agreements, net transfers resulting from changes in donor restrictions or Dartmouth designations, and other internal charges including certain fundraising costs.

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 \$2,090,499,000 and \$1,815,710,000 at June 30, 2017 and 2016, respectively.

Endowment net assets consist of the following as of June 30, 2017 (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 2,523,545	\$ 1,332,500	\$ 3,856,045
Board-designated endowment funds	1,100,449	-	-	1,100,449
Total endowment net assets	\$ 1,100,449	\$ 2,523,545	\$ 1,332,500	\$ 4,956,494

Endowment net assets consist of the following as of June 30, 2016 (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 2,179,853	\$ 1,286,331	\$ 3,466,184
Board-designated endowment funds	1,008,220	-	-	1,008,220
Total endowment net assets	\$ 1,008,220	\$ 2,179,853	\$ 1,286,331	\$ 4,474,404

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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 due to market declines. In accordance with GAAP, events of this nature are reported as reductions in unrestricted net assets and were \$0 and \$897,000 as of June 30, 2017 and 2016, respectively. These events were a result of market declines since the endowment funds were established. In order to provide stable funding for the programs supported by the endowment, in fiscal 2017 Dartmouth's Board of Trustees voted to amend the distribution policy to allow spending from a portion of the historic book value on underwater funds provided there are no donor-imposed restrictions that prohibit such spending. No more than 20% of the historic book value may be distributed, 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 fiscal 2017 endowment distribution of \$225,409,000 represents a 5.0% distribution rate when measured against the previous year's June 30th endowment 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. 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):

	2017	2016
Land	\$ 19,651	\$ 19,158
Buildings	1,318,032	1,283,309
Land improvements	119,286	114,498
Equipment and software	352,416	339,917
Land, buildings, and equipment	\$ 1,809,385	\$ 1,756,882
Less: accumulated depreciation	(898,130)	(835,201)
Construction in progress	56,384	33,241
Total net book value	\$ 967,639	\$ 954,922

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.

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G. Bonds, Mortgages, and Notes Payable

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

	<u>Fiscal Year</u> <u>Maturity</u>	<u>2017</u> <u>Interest Rate</u>	<u>2017</u>	<u>2016</u>
New Hampshire Health and Education Facilities Authority (NHHEFA):				
Tax-Exempt Fixed Rate:				
Series 2009	2019 – 2039	5.00%	\$ 52,800	\$ 52,800
Tax-Exempt Variable Rate:				
Series 2003	2023	.38% - .92%	53,700	61,600
Series 2007B	2041	.25% - .93%	75,000	75,000
Series 2015AB	2040	.86% - 1.22%	101,000	101,000
Series 2015CD	2038	.86% - 1.22%	89,665	89,665
Series 2016A	2043	1.14%	165,000	165,000
Subtotal tax-exempt bonds			\$ 537,165	\$ 545,065
Taxable Bonds:				
Fixed Rate				
Series 2009	2019	4.75%	150,000	150,000
Series 2012A	2042	4.00%	70,000	70,000
Series 2012B	2043	3.76%	150,000	150,000
Series 2016A	2046	3.47%	250,000	250,000
Subtotal taxable bonds			\$ 620,000	\$ 620,000
Subtotal bonds			\$ 1,157,165	\$ 1,165,065
Mortgages on real estate investments:				
Fixed Rate	2017 – 2037	4.34% - 5.61%	26,387	46,065
Taxable commercial paper note:				
Variable Rate		0.5% - 1.05%	30,000	36,300
Subtotal bonds, mortgages and notes payable			\$ 1,213,552	\$ 1,247,430
Original issue premium, net			597	554
Unamortized debt issuance costs			(3,025)	(3,263)
Total bonds, mortgages, and notes payable, net			\$ 1,211,124	\$ 1,244,721

In fiscal year 2016, Dartmouth College refunded \$101,000,000 NHHEFA Series 2002 and \$89,700,000 NHHEFA Series 2007A variable rate demand bonds and replaced them with a floating rate direct placement of debt with a bank. The \$30,000,000 NHHEFA Series 2007C taxable variable rate demand bonds were also refunded at the same time and replaced with taxable commercial paper notes.

In fiscal year 2016, Dartmouth issued New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds Dartmouth College Issue, Series 2016A (the "Series 2016A Bonds") in the amount of \$165,000,000. The primary purpose of this issue was to refinance \$146,075,000 of the NHHEFA Series 2009 Bonds.

In fiscal year 2016, Dartmouth redeemed \$100,000,000 of the Series 2009 taxable bonds. Dartmouth incurred a \$10,830,000 make-whole call premium on the early redemption, which is included in loss on extinguishment of debt in the Consolidated Statement of Activities.

In fiscal year 2016, Dartmouth issued \$250,000,000 of fixed rate taxable debt to be used for future strategic initiatives.

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Interest expense for the years ended June 30 consists of (in thousands):

	2017	2016
<u>Consolidated Statement of Activities:</u>		
Endowment Activities		
Interest expense on mortgage and debt used to finance endowment-related real estate projects, presented as a reduction in endowment investment return	\$ 2,499	\$ 2,618
Operating Activities (amounts included in "Interest and Amortization" on the Consolidated Statement of Operating Expenses)		
Interest expense of debt (including payments on interest rate swap agreements) used to finance facilities projects	27,142	27,102
Interest expense on other operating indebtedness	344	273
Non-Operating Activities (amounts presented as a deduction from other non-operating earnings)		
Interest expense on debt used to finance student loans	1,406	1,406
Interest expense on other non-operating indebtedness	18,312	21,533
Total interest expense on the Consolidated Statement of Activities	\$ 49,703	\$ 52,932
<u>Consolidated Statement of Financial Position:</u>		
Interest paid on debt used to finance facilities projects capitalized in connection with various construction projects	\$ 44	\$ 460

Scheduled principal payments due for each of the next five years ending June 30 and thereafter are as follows, excluding maturity of commercial paper and unamortized discounts and premiums are (in thousands):

June 30	Principal Due
2018	9,854
2019	168,154
2020	10,616
2021	11,005
2022	11,412
Thereafter	972,511
Total	\$ 1,183,552

Principal due after June 30, 2022, includes the following "balloon" payments due on Dartmouth's indebtedness (in thousands):

June 30	Indebtedness	Payment
2028	NHHEFA Series 2009 bonds	\$ 32,190
2029	NHHEFA Series 2009 bonds	12,690
2036	NHHEFA Series 2007B bonds	18,000
2038	2015 Series C&D bonds	89,665
2040	2015 Series A&B bonds	101,000
2041	NHHEFA Series 2007B bonds	57,000
2042	2012 Series A bonds	70,000
2043	2012 Series B bonds	150,000
2043	NHHEFA Series 2016A bonds	165,000
2046	2016 Series A bonds	250,000

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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.

During fiscal year 2009, Dartmouth entered into six interest rate swap agreements. Information related to these interest rate swap agreements as of June 30, 2017, 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:

Expiration Date	Notional Amount (in thousands)	Fixed Interest Rate %	% of LIBOR BBA
06/01/2027	\$ 31,910	3.77	72
06/01/2028	52,585	3.78	72
06/01/2032	100,000	3.75	67
06/01/2041	100,000	3.73	70
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, 2017 and 2016 based on various factors contained in the interest rate swap agreements and certain interest rate assumptions, was approximately \$175,646,000 and \$250,321,000, respectively, and is considered a Level 2 measurement. The decrease in the liability of \$74,675,000 for the year ended June 30, 2017 is presented as an unrealized gain and the increase in the liability of \$82,904,000 for the year ended June 30, 2016 is presented as a change in unrealized loss in the non-operating section of the Consolidated Statement of Activities. Net payments or receipts under the swap agreements associated with facilities debt are reflected as interest expense. These financial instruments involve counterparty credit exposure.

Commercial paper consists of notes issued in the short-term taxable market, and is sold at a discount from par. The maturities of individual notes are issued in ranges from one day to no more than 270 days, and fall on average in a range of thirty to ninety days. Dartmouth reports commercial paper at carrying value, which closely approximates fair value for those liabilities.

Dartmouth maintains stand-by bond purchase agreements with financial institutions totaling approximately \$128,700,000 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 June 2019 and December 2019. There were no amounts outstanding at June 30, 2017 and 2016 under these agreements.

Dartmouth has two lines of credit totaling \$250,000,000. The maturity dates are June 30, 2018 and June 30, 2019. There is no outstanding borrowing on either 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):

	2017	2016
Retirement and postretirement benefits	\$ 360,114	\$ 380,087
Compensated absences, severance plans, and other commitments	25,833	28,456
Self-insured benefits	14,925	12,167
Total employment related obligations	\$ 400,872	\$ 420,710

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The decrease in the post-retirement benefit obligation is primarily due to actual 2017 claims experience, adjusted trend assumptions and a reduction in excise tax liability, which are reflected in the 2017 actuarial gain of \$34,523,000.

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	Postretirement Benefits	Total 2017	Total 2016
Amounts recognized in non-operating activities:				
Net actuarial gain	\$ 3,061	\$ 34,523	\$ 37,584	\$ 61,935
Amortization of gain	1,252	2,073	3,325	10,364
Amortization of prior service cost (credit)	-	(3,487)	(3,487)	(3,247)
Total non-operating gain	4,313	33,109	37,422	69,052
Amounts recognized in operating activities:				
Net periodic benefit cost	(1,411)	(16,993)	(18,404)	(35,926)
Total gain	<u>\$ 2,902</u>	<u>\$ 16,116</u>	<u>\$ 19,018</u>	<u>\$ 33,126</u>

The cumulative amounts in unrestricted net assets that have not yet been recognized as components of net periodic benefit cost are as follows (in thousands):

	Pension Benefits		Postretirement Benefits	
	2017	2016	2017	2016
Prior service cost	\$ -	\$ -	\$ (1,464)	\$ (4,951)
Net (gain) loss	9,834	14,148	23,451	60,047
Total	<u>\$ 9,834</u>	<u>\$ 14,148</u>	<u>\$ 21,987</u>	<u>\$ 55,096</u>

The estimated costs that will be amortized into net periodic benefit costs in fiscal 2018 are as follows (in thousands):

	Pension Benefits	Postretirement Benefits
Prior service cost	\$ -	\$ (1,464)
Net (gain) loss	279	-
Total	<u>\$ 279</u>	<u>\$ (1,464)</u>

The following table lists specified investment terms by asset category for defined benefit pension plan investments in certain commingled funds and private partnership interests that are reported using NAV as the practical expedient as of June 30, 2017 (in thousands):

	Amount	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 65,680	Daily	2	\$ -	Not applicable
Global equity	69,402	Daily	2	-	Not applicable
Private equity / Venture capital	2,146	Illiquid	Not applicable	318	1 – 5 years
Total	<u>\$ 137,228</u>			<u>\$ 318</u>	

In addition to the investments disclosed above, the Plan also holds \$2,408,000 in cash and cash equivalents at June 30, 2017, which is classified as a Level 1 investment in the fair value hierarchy.

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The following table lists specified investment terms by asset category for defined benefit pension plan investments in certain commingled funds and private partnership interests that are reported using NAV as the practical expedient as of June 30, 2016 (in thousands):

	Amount	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 74,588	Daily	2	\$ -	Not applicable
Global equity	63,337	Daily	2	-	Not applicable
Private equity / Venture capital	2,433	Illiquid	Not applicable	388	1 – 5 years
Total	<u>\$ 140,358</u>			<u>\$ 388</u>	

In addition to the investments disclosed above, the Plan also holds \$1,177,000 in cash and cash equivalents at June 30, 2016, which is classified as a Level 1 investment in the fair value hierarchy.

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 does not expect to contribute to the defined benefit plan in fiscal year 2018.

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
2018	\$ 12,500	\$ 8,700
2019	9,800	9,600
2020	9,900	10,600
2021	10,000	11,600
2022	10,300	12,500
Years 2023 – 2027	46,100	75,000

The accumulated benefit obligation (ABO) of the defined benefit plan was \$131,099,000 and \$136,800,000 at June 30, 2017 and 2016, respectively.

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 8.38% and 9.5% in year 2017, decrease gradually to 4.5% and 4.5% in fiscal year 2026, 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.

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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	\$ 4,205	\$ (3,236)
Increase (decrease) in postretirement benefit obligation	\$ 62,797	\$ (49,581)

Through June 30, 2016, Dartmouth estimated the service and interest cost components for pension and post-retirement benefits using a single weighted average discount rate derived from the yield curves used to measure the benefit obligation at the beginning of the period. Effective July 1, 2016, Dartmouth is estimating the costs of the service and interest components through a full yield curve approach by applying the specific spot rates along the yield curve used in the determination of the net periodic expense to the relevant present value of projected cash flows. This change is a refinement to the correlation between projected benefit cash flows and the corresponding yield curve spot rates. Dartmouth has accounted for this change as a change in estimate and is accounting for it prospectively beginning in fiscal 2017.

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 contributions to individual self-directed retirement investment accounts for the participants. These contributions for the years ended June 30, 2017 and 2016 were \$24,953,000 and \$26,060,000, respectively. Dartmouth also maintains deferred compensation plans. The liabilities for the plans are included in pension and other employment related obligations in the Consolidated Statement of Financial Position.

I. Other Operating Income

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

	2017	2016
Medical School clinical services and other support	\$ 15,256	\$ 43,881
Foreign study and continuing education programs	12,127	13,214
Student activities and other program revenues	13,936	13,085
Athletics revenues	5,039	4,247
Hopkins Center and Hood Museum revenues	1,241	1,349
Other revenues	27,960	20,354
Investment income	48,096	10,902
Total other operating income	\$ 123,655	\$ 107,032

J. Net Assets

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

	2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Detail of net assets:				
Operating funds	\$ 282,061	\$ 72,201	\$ -	\$ 354,262
Pledges	-	208,305	36,409	244,714
Postretirement and pension benefit obligations	(328,302)	-	-	(328,302)
Third-party charitable trusts	-	7,214	3,044	10,258
Facilities and capital	353,662	75,118	-	428,780
Interest rate swap agreements	(175,646)	-	-	(175,646)
Student loan funds	23,057	18,565	-	41,622
Other non-operating activities	73,825	21,176	-	95,001
Life income, annuity, and similar funds	-	60,810	30,377	91,187
Endowment funds	1,100,449	2,523,545	1,332,500	4,956,494
Total net assets	\$ 1,329,106	\$ 2,986,934	\$ 1,402,330	\$ 5,718,370

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2017 and 2016

	2016			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Detail of net assets:				
Operating funds	\$ 287,506	\$ 63,574	\$ -	\$ 351,080
Pledges	-	176,780	34,675	211,455
Postretirement and pension benefit obligations	(355,095)	-	-	(355,095)
Third-party charitable trusts	-	7,036	3,375	10,411
Facilities and capital	335,025	50,192	-	385,217
Interest rate swap agreements	(250,321)	-	-	(250,321)
Student loan funds	20,212	23,517	-	43,729
Other non-operating activities	59,010	14,689	-	73,699
Life income, annuity, and similar funds	-	54,865	27,516	82,381
Endowment funds	1,008,220	2,179,853	1,286,331	4,474,404
Total net assets	\$ 1,104,557	\$ 2,570,506	\$ 1,351,897	\$ 5,026,960

K. Commitments and Contingencies

Outstanding commitments on uncompleted construction contracts total \$38,123,000 at June 30, 2017.

Investment related commitments as of June 30, 2017 and 2016 are disclosed in the Fair Value NAV tables in Note D, Investments.

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. Restructuring Costs and Liability

During the year ended June 30, 2016, Dartmouth restructured a number of activities at the Geisel School of Medicine (Geisel) to address increasing financial constraints, to improve Geisel's education and research programs, and to align resources and support for these activities. These changes include: creation of a new department of Medical Education, reorganization of the Basic Science departments, and migration of the operations and fiscal responsibility for clinical academic activities from Dartmouth to Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital (operating jointly as "Dartmouth-Hitchcock"). Responsibility for the employment, finances, and operational support for clinical research programs, as well as the clinical practice of psychiatry, transferred from Geisel to Dartmouth-Hitchcock on July 1, 2016.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2017 and 2016

Restructuring expenses of \$53,459,000 are reported in the Consolidated Statement of Activities as of June 30, 2016. Associated accrued liabilities totaled \$18,440,000 and \$44,917,000 as of June 30, 2017 and 2016, respectively. Of these amounts \$13,478,000 and \$36,265,000 are reported in Accounts payable and other liabilities line and \$4,962,000 and \$8,652,000 are reported in the Pension and other employment related obligations line on the Consolidated Statement of Financial Position as of June 30, 2017 and 2016, respectively.

N. Environmental Remediation and Related Costs

From the mid-1960s until 1978, Dartmouth used a quarter-acre portion of a 223-acre piece of property it owns in Hanover, NH (known as "Rennie Farm") as a licensed burial site for animal carcasses used in medical and other research. Site remediation was approved by the New Hampshire Department of Health and Human Services, Radiological Health Section (RHS) and began in late October 2011. In November 2011, unexpected hazardous chemical waste was encountered. Dartmouth has continued to monitor groundwater quality and has conducted a phased investigation consistent with state environmental requirements. During fiscal 2017 Dartmouth completed the installation of a pump and treat system to treat and remove contaminated groundwater from the source area. Dartmouth will remediate the site and continue monitoring groundwater wells and selected drinking water supply wells with oversight from New Hampshire Department of Environmental Services.

In February 2017, Dartmouth College established a Value Assurance Program ("VAP") to protect the value of eligible properties located in the Rennie Farm neighborhood. The VAP, which is a voluntary program, will run until February 1, 2022. Under the terms of the VAP, owners of eligible properties who meet certain requirements will be compensated if they are unable to sell their home at market value due to the stigma of the Rennie Farm remediation. If an owner of an eligible property is unable to sell his/her home after meeting certain requirements, Dartmouth College will purchase the property.

During fiscal 2017, Dartmouth incurred \$5,140,000 in costs related to the environmental remediation of Rennie Farm and establishment of the VAP. Dartmouth has accrued \$21,810,000 for estimated future costs of all remediation activities as well as an estimate of expenses of the VAP. Total environmental remediation and related expenses are reported as a separate line in the operating section of the Consolidated Statement of Activities and the accrued liabilities are reported in the accounts payable and other liabilities line in the Consolidated Statement of Financial Position as of June 30, 2017. Actual future remediation costs and VAP expenses could differ from the amounts recorded as of June 30, 2017.

O. Subsequent Events

On October 20, 2017, Dartmouth issued a conditional notice of redemption to call the \$150,000,000 of outstanding Series 2009 Taxable Bonds for redemption on November 20, 2017. The redemption is conditional upon receipt by the Trustee of money sufficient to pay the principal and interest due on the bonds. The redemption price is the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the bonds.

For purposes of determining the effects of other subsequent events on these consolidated financial statements, management has evaluated events subsequent to June 30, 2017 and through October 26, 2017, the date on which the consolidated financial statements were issued, and has concluded that there were no other subsequent events requiring adjustment or disclosure.

Dartmouth College Board of Trustees 2017-2018

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Chairman
Beveridge & Diamond, P.C.
Washington, DC

PHONE 603-308-2253
E-MAIL:
Debra.A.Samaha@hitchcock.org

Debra Samaha

Education 2008-2013 Master of Public Health: University of New Hampshire-Manchester
1993 – 1996 Bachelor of Science in Nursing: University of New Hampshire, Durham, NH

- Graduated from Concord Hospital School of Nursing in 1978
- Attended New Hampshire Technical Institute in Concord, NH
- Attended San Diego State University, San Diego, Calif.
- Attended Diablo Valley Junior College in California

Professional experience July 2016-Present Program Manager
Injury Prevention Center at Children's Hospital at Dartmouth-Hitchcock Lebanon, NH

2009-2016 Program Director
Dartmouth College/Geisel School of Medicine/Injury Prevention Center Lebanon, NH

1978 – 2009 Staff Nurse/ Injury Prevention Coordinator Concord, NH
Concord Hospital

- Worked predominately as a staff nurse for eighteen of my thirty-nine years in nursing. Due to my passion for prevention, my role evolved over the years from staff nursing to the field of injury control.

Additional professional activities

Injury Prevention Co-Chairperson for New Hampshire Emergency Nurses Association.

Coordinated the Greater Concord Safe Community Coalition and secured grant funding for this community initiative from inception until June 2008 and currently serve on the Advisory Board. Served as a public member on The Governor's Commission for the Prevention, Intervention and Treatment of Alcohol and Drug Abuse for three years. Involved with the Concord Area Substance Abuse Coalition since it was created and resigned this position when assuming new role in 2009. Current member of the following groups: Vermont New Hampshire Carbon Monoxide Alliance, Suicide Prevention Council, Abusive Head Trauma Coalition in NH, NH Safe Sleep Work Group, Safe Kids NH, Child Fatality Review Team, Sudden Unexpected Infant Death, and Sudden Death in Youth Review Teams. Member of the NH Safe Routes to School Advisory Committee. Current Co-Chair of the NH Falls Risk Reduction Task Force and the NH Injury Prevention Advisory Council.

As a certified Child Passenger Safety Technician, I have been active in child passenger safety and occupant protection issues and helped plan the first Four-Day Technical Training for Child Passenger Safety Technicians in New Hampshire.

Worked diligently with community PTQ's and schools to promote bike safety and safe routes to school projects for children in the Concord Community. I have attended National Safe Routes to School training and worked to secure funding for Concord in the first round of NH DOT Safe Routes funding.

Coordinated a Refugee Injury Prevention Group in the Greater Concord Area.

Attended Lean Six Sigma Process Improvement Training in Spring 2009.

Professional memberships

Emergency Nurses Association, NH Public Health Association

April Simonds

April.T.Simonds@Hitchcock.Org

603-308-2253

Qualification Summary

- Motivated business professional with over 28 years of experience in general office functions with an unwavering commitment to customer service
- Ability to handle changes in priorities and increased responsibilities on a daily basis
- Excellent communication and interpersonal skills and a strong work ethic
- Proven experience working with the public delivering exceptional customer service

Career Summary

Dartmouth Hitchcock Medical Center
Program Assistant, Injury Prevention Center

2016-current

- Performs a variety of administrative assistance in support of the Program
- Provides operational assistance to the Program Manager and Program Staff
- Manages program documentation
- Coordinates conference calls and travel arrangements
- Assists with Grant proposal submission
- Supports and participates with a variety of community outreach events
- Tracks grant budget and expenditures

Dartmouth Hitchcock Memorial Hospital
Financial Counselor

2012-2016

- Conducts research to resolve a variety of inquiries, customer issues and complaints
- Proven ability to contribute positively in a team oriented environment
- Worked collaboratively with all necessary internal departments to resolve billing, patient issues, including Care Management and Risk Management
- Managed a high-volume work load within a deadline driven environment
- Prepared and processed daily deposits, transferred funds/credit as appropriate
- Pre-registered patients for upcoming appointments
- Counseled patients daily to review their financial situation and determine the best recommendation
- Processed a high volume of financial assistance applications with great attention to detail and exceeded expected turn-around time
- Collections of funds for high dollar elective procedures
- Ability to effectively communicate with patients and faculty in difficult situations to ensure a positive outcome
- Excellent time management and continually changed priorities as needed

New London Hospital New London, NH
Financial Representative

2011-2012

- Responsible for extensive follow through on all delinquent accounts
- Investigated and followed through on a broad range of inquiries, discrepancies and complaints
- Prepared and processed daily deposits with accuracy
- Assisted patients needing help completing financial application and shared information and advice where to go to for additional help with fuel assistance, Medicaid, etc.
- Processed financial applications with accuracy and with great attention to detail and improved turn-around time
- Sent patients itemized bills and reviewed billing to help them have a better understanding of our billing processes

Dartmouth College, Department of Psychiatry, Lebanon, NH
Credit & Collections Specialist

2001-2011

- Responded to and resolved a broad range of client questions, inquiries and discrepancies
- Resolved patient issues and complaints with integrity and to ensure a positive customer experience
- Ability to effectively communicate with patients and faculty in difficult customer service situations
- Ability to effectively and respectfully communicate and facilitate communications between DHPA and DHMC and other departments as appropriate, including office of Care Management and Risk Management
- Directly involved in developing and implementing a pre-collections policy to increase revenue
- Created Financial reports to provide analysis to PFS Manager on a monthly basis
- Met with all new staff members to discuss and train on billing and collection policies
- Prepared monthly excel reports tracking collections and uncollected debt for Manager review

West Central Behavior Services Lebanon, NH
Client Financial Representative

1997-2001

- Monitored and oversaw all office functions regarding billing and collections for two facilities
- Responsible for accounts receivable, insurance billing, denial management, charge entry cash posting and claims processing
- Investigated reimbursement issues as they related to private pay and contracted accounts
- Researched and resolved payment discrepancies
- Responsible for accounts receivable, payment posting, charge entry with great attention to detail
- Instrumental in the implementation of a pre-collections policy for patients

Dr. Ronald Carpe, DMD Boston, Ma
Office Manager

1992-1997

- Effectively controlled all office functions allowing for the highest efficiency of office flow
- Intensive follow through and resolution on all delinquent accounts as well as account discrepancies
- Monitored and reconciled all office productivity and comparative reports

JAMES E. ESDON
Work: (603) 308-2254

James.E.Esdon@Hitchcock.Org

BACKGROUND SUMMARY

Skilled in personnel management, budget management, volunteer recruitment and training, membership development, outdoor education and injury prevention, specifically unintentional injuries. People skills include teaching, coaching, directing, listening, encouraging, and supporting. Additional skills include writing, problem solving, planning, and implementation. Knowledgeable in fundraising including annual campaigns, special events, project sales, and product sales.

QUALIFICATIONS

Management

- Managed staff of fourteen people including all aspects of hiring, training, evaluation, and counseling.
- Oversaw daily operations of a busy office.
- Administered field operations for a statewide non-profit agency.
- Managed injury prevention program for statewide agency.
- Demonstrated customer service skills.
- Member of the Management Team for a busy retail store with sales in excess of 3.5 million annually.

Fundraising/Development

- Increased annual sustaining membership campaign.
- Organized new special events and increased revenue from existing ones.
- Significantly grew annual product sale.
- Ability to recruit, train, and retain strong volunteer base.
- Able to accurately balance and maintain daily financial records.

Outdoor Education

- Managed large summer camp operation with balanced budget every year.
- Increased attendance through innovative programming and quality customer service.

Computer Literacy

- Knowledgeable in Windows 98, Microsoft Word; E-mail; Internet searches.
- Hotel reservations software.
- Cash register operation.

EMPLOYMENT HISTORY

- | | | |
|--|-----------|--------------|
| • Program Manager with Injury Prevention Center, Dartmouth College | | 2001-Present |
| • Associate, LL Bean West Lebanon | 2006-2007 | |
| • Front Desk Clerk with Comfort Inn, White River Jct., VT | 2001-2003 | |
| • Keyholder with Eastern Mountain Sports, Lebanon, NH | | 2002-2006 |
| • Assistant Scout Executive/ Staff Leader with Green Mountain Council, BSA | | 1995-2001 |
| • Senior Field Executive/ Camp Director with Daniel Webster Council, BSA | | 1989-1995 |
| • District Executive/ Camp Director with Daniel Webster Council, BSA | | 1985-1989 |

EDUCATION & CERTIFICATIONS

- Bachelor of Science, Physical Education 1985
Plymouth State College, Plymouth, New Hampshire
- Professional Development Instructional Courses
Professional Development Level I, II, and III
Advanced District Administration

Personnel Management Level I

Fundraising/Endowment Roundtable

- Certified Child Passenger Safety Technician, Certification # TO26803
- SOLO Wilderness First Aid
- American Red Cross Basic First Aid, CPR & AED
- American Red Cross Certified Lifeguard

PERSONAL

- Hobbies include running, hiking, backpacking, and fishing.
- Working towards Master's in Business Administration.

HOWARD C. HEDEGARD, JR.

Howard.C.Hedegard@Hitchcock.Org

Objective

To save lives and reduces injuries by promoting highway safety through education and community outreach.

EXPERIENCE

2008–PRESENT **Injury Prevention Center, at Children's Hospital at Dartmouth Hitchcock, Lebanon, NH**

Highway Safety Specialist

- Promotes highway safety throughout New Hampshire through educational programs.
- Serves as chair for the Buckle Up New Hampshire coalition, New Hampshire traffic safety conference planning committee, and co-chair of the teen driver committee.
- Coordinates the annual Buckle Up in your Truck campaign and the Room to Live seat belt campaign throughout New Hampshire.
- Designed and manages the Buckle Up New Hampshire web site (www.buckleupnh.org)

2008–2012 **New Hampshire Traffic Safety Institute (NHTSI), Epsom, NH**
Defensive Driving Instructor / Instructor Trainer

2000–2008 **New Hampshire Traffic Safety Institute (NHTSI), Epsom, NH**
Director of Community Education

- Responsible for promoting highway safety through marketing defensive driving programs offered by NHTSI.
- Serves as agency liaison with law enforcement community, district courts, and NH Department of Safety.
- Instructs the Defensive Driving Attitude course and other National Safety Council driving improvement programs.

2000–2008 **Mercy Hospital, Portland, ME**
Assistant to the Controller

Responsible for the tracking of fixed assets, implementation of a purchasing card program, drafting of departmental policies and procedures, tracking and analysis of major equipment repair and maintenance costs, and performance of other financial operations projects.

1997–1999 **Mercy Hospital, Portland, ME**
Accounting Supervisor

Responsible for supervision of accounting staff and payroll, accounts payable, and cash receipt functions for 200-bed hospital and related health care corporations.

EDUCATION/PROFESSIONAL DEVELOPMENT

Bachelor of Arts, St. Paul College, St. Paul, MN
Accounting/Business Studies, Franklin Pierce College, Dover, NH
Principles of Management Institute, University of Hartford
Managing with Reduced Resources, University of Maine
Defensive Driving Instructor Training, National Safety Council

AWARDS/CERTIFICATIONS

Instructor of the Year, Defensive Driving Attitude Course, National Safety Council
Certified Defensive Driving Instructor, National Safety Council
Certified Instructor Trainer, National Safety Council

COMMUNITY SERVICE

New Hampshire Traffic Safety Commission Member, Governor Appointed, 3 terms(2002-2011)
Treasurer/President, NH Traffic Safety Institute (1996-1999)
Deputy Treasurer, Town of Milton, NH (1992-1995)
Budget Committee Chairperson, Town of Milton, NH (1992-1995)

COMPUTER SKILLS

<i>Microsoft Office (Word, Excel, Publisher)</i>	<i>Financial/Accounting Software</i>
<i>Web Site Design (Front Page, Dreamweaver)</i>	<i>Hardware and Network Operations</i>

Trustees of Dartmouth College

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	SFY18-SFY20
				Amount Paid from this Contract
Debra Samaha	Program Manager	79,456.00	40%	\$68,565
April Simonds	Program Assistant	39,249.60	25%	\$19,624
James Esdon	Program Coordinator	57,699.20	15%	\$17,313
Howard Hedegard	Highway Safety Specialist	48,484.80	20%	\$19,394