



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

May 16, 2017

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 a sole source amendment to an existing contract with Trustees of Dartmouth College, Purchase Order # 1031772, Vendor # 177157-B016, 11 Rope Ferry Road, Hanover, NH 03755, by increasing the Price Limitation by \$81,375 from \$491,170 to \$572,545 to provide injury prevention services, and extend the Completion Date from June 30, 2017 to March 31, 2018, effective July 1, 2017 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on July 10, 2013, Item #41 and subsequently amended on May 27, 2015, Item #28. Funds are 81.3% federal and 18.7% general funds.

Funds are anticipated to be available in SFY 2018 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 if needed and justified, without approval from Governor and Executive Council.

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

Table with 7 columns: State Fiscal Year, Class / Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Total Amount. Rows include years 2014-2018 and a Sub Total row.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90004104	25,585	0.00	25,585
2015	102-500731	Contracts for Prog Svc	90004104	25,585	0.00	25,585
			Sub Total	\$51,170	\$0.00	\$51,170

05-95-90-902010-0831, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA MIEC HOME VISITING

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2016	102-500731	Contracts for Prog Svc	90083100	25,000	0.00	25,000
2017	102-500731	Contracts for Prog Svc	90083100	25,000	0.00	25,000
2018	102-500731	Contracts for Prog Svc	90083100	0.00	8,250	8,250
			Sub Total	\$50,000	\$8,250	\$58,250

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2015	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2016	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2017	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2018	102-500731	Contracts for Prog Svc	48108462	0.00	3,750	3,750
			Sub Total	\$20,000	\$3,750	\$23,750
			TOTAL	\$491,170	\$81,375	\$572,545

EXPLANATION

The Department is requesting this **sole source** 9-month amendment to 1) avoid a break in service of these critical services, and 2) allow the Department adequate time to develop and publish a new Request for Proposal.

Funds in this agreement will be used to provide injury prevention programming throughout the state. Specific activities will include injury prevention training for home visitors; training for professionals and clinicians to reduce falls among the elderly; and support for New Hampshire's Injury Prevention Advisory Council.

Injuries have a significant impact on the health and well-being of New Hampshire residents. In New Hampshire during the decade spanning 2006-2015, unintentional injuries were the leading cause of death for residents 1-4 and 10-44 years of age, and the second leading cause of death in ages 5-9. For New Hampshire residents ages 15-34 in those same years, suicide was the second leading cause of death. For ages 5-24, motor vehicle crashes were the leading cause of unintentional injury deaths, ages 25-64, unintentional poisoning, and unintentional falls were the leading cause of injury-related death for elderly New Hampshire citizens aged 65 years and older.

While death is the most tragic outcome of injuries, it is not the most common. Non-fatal injuries present a significant burden to the health care system, and in particular, to emergency department utilization. People suffer from injuries due to a wide range of reasons, or mechanisms, each with their own prevention strategies. Many of these strategies have been shown to be cost effective in helping to reduce morbidity and mortality.

The goals of this agreement with the Trustees of Dartmouth College are to implement evidence based prevention programs and support of statewide coalitions and task forces that address different types of injuries. This agreement has three components: statewide injury prevention, early childhood home visiting injury prevention, and professional training with the New Hampshire Falls Risk Reduction Task Force.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should Governor and Executive Council not authorize this Request, this will directly result in a decrease in injury prevention activities in the areas of elderly falls, suicide prevention, unintentional injuries among children, and adolescent traffic safety. The rate of injury-related disability and death has declined in the past two decades; however, without continued support for prevention and education, there may be an increase in actual injury and death among New Hampshire residents, as well as additional costs to the health care system.

Trustees of Dartmouth College were selected for this project through a competitive bid process.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Contractor will ensure that the following top performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreement:

- Implement and evaluate 85% of the strategies and accompanying activities outlined in the "New Hampshire Violence and Injury Prevention Plan for Action 2015-2020". This is a subset of the "Statewide Strategic Injury Prevention Plan".

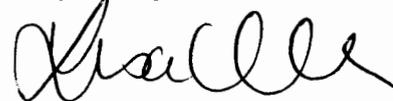
- Facilitate 100% of the statewide coalitions in order to implement injury prevention.
- Upon completion of the Injury Prevention for Home Visitors trainings and the web-based Injury Prevention for Individuals Providing Early Childhood Services trainings, at least 95% of the participants will indicate learning something new on evaluation.

Area served: Statewide.

Source of Funds: 81.3% Federal Funds from the Centers for Disease Control and Prevention, Preventative Health Services, US DHHS Human Resources and Services Administration, ACA Maternal, Infant and Early Childhood Home Visiting Program and Title IIID, Preventative Health, and 18.7% general funds

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

Respectfully submitted,



Lisa Morris, MSSW
Director
Division of Public Health Services



Maureen U. Ryan
Director
Office of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Injury Prevention Services Contract**

This 2nd Amendment to the Injury Prevention Services contract (hereinafter referred to as "Amendment Two") dated this 9th day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road, Hanover, NH 03755.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #41, and subsequently amended on May 27, 2015, Item #28, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Amend Form P-37, Block 1.7, to read March 31, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$81,375 from \$491,170 to read: \$572,545.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Delete Exhibit A Amendment #1 in its entirety and replace with Exhibit A Amendment #2.
6. Delete Exhibit B Amendment #1 in its entirety and replace with Exhibit B Amendment #2.
7. Amend Budget to:
 - Add Exhibit B-#1 Budget SFY 2018

AAC

5/16/17

**New Hampshire Department of Health and Human Services
Injury Prevention Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/18/17
Date

State of New Hampshire
Department of Health and Human Services
Lisa Morris
Name: Lisa Morris, MSSW
Title: Director

5/11/17
Date

Trustees of Dartmouth College
Aaron Clough
Name: **Aaron Clough**
Title: **Assistant Director, Post Award
Office of Sponsored Projects**

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on 5/11/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Heather A. Arnold
Signature of Notary Public or Justice of the Peace
**HEATHER A. ARNOLD, Notary Public
My Commission Expires August 24, 2021**

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

New Hampshire Department of Health and Human Services
Injury Prevention Services



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17
Date

Thomas Bradnick
Name: Tom Bradnick
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment #2

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.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

The Contractor shall:

- 2.1. Update the “NH State Injury Prevention Plan, 2014 – 2018”, which was published in November 2013, to prepare for 2019 through 2023. This plan will include all areas of injury, updated data, and recommendations to follow proven injury prevention practices.
- 2.2. Carry out the work as described and submitted with the application for funding and as approved by the Maternal and Child Health Section. Either party may amend the performance work plan upon 30 days advance written notice to the other party with the other party's approval.
- 2.3. Develop and implement accompanying evaluation plan for at least the older adult falls, teen driving, and childhood poison prevention components of the “NH State Injury Plan, 2019-2023. This includes the facilitation of evaluation meetings held when needed.
- 2.4. Facilitate and /or participate in 100% of the following statewide coalitions in order to implement injury prevention programming:
 - 2.4.1. Injury Prevention Advisory Council (IPAC) with its accompanying Policy Subcommittee. The IPAC meets quarterly; the Policy Subcommittee meets as needed.
 - 2.4.2. 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.



Exhibit A – Amendment #2

- 2.4.3. The Teen Driving/Buckle-Up NH Committee which meets monthly. This will also include facilitation of the peer to peer mentoring program, which takes place in at least 15 NH High Schools; distribution of the teen driving toolbox, and participation in the Children's Safety Network's National COINN.
- 2.4.4. The New Hampshire Falls Risk Reduction Task Force which meets monthly. This includes assisting with Task Force colleagues in the planning, promotion, and provision of logistical support and evaluation for evidence based falls training held statewide.
- 2.4.5. The Suicide Prevention Council's Conference Subcommittee, including acting as fiscal agent for the annual conference.
- 2.5. Purchase child safety devices for the Maternal, Infant and Early Childhood Home Visiting Program as needed.

The Contractor shall:

- 3.1. Maintain data and reporting requirement.
- 3.2. Submit data reports and narratives as requested by the DHHS/DPHS 45 days prior to the submission of federal grant applications and reports. These reports are due mid-October (grant application) and early January (annual report) of every year. The DHHS/DPHS will notify the contractor at least 30 days in advance of any changes in the submission schedule.
- 3.3. The Contractor will submit quarterly, written narrative reports to update on services provided, which shall include updates on services provided, changes in trends, and any delays in service implementation.
- 3.4. In years when contracts or amendments are not required, the DHHS Budget Form, Budget Justification/Narrative, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions, and submitted by April 30th annually.
- 3.5. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.6. Adhere to On-site Reviews
- 3.7. Allow a team or person authorized by the DHHS/DPHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.8. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

4. State and Federal Laws



Exhibit A – Amendment #2

The Contractor shall:

- 4.1. Be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 4.2. Ensure that all persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.
- 4.3. Publications funded under this contract shall be responsible to adhere to the requirements in Exhibit C Special Provisions, Paragraph 14. Prior Approval and Copyright Ownership.
- 4.4. The Contractor shall ensure equal access to quality health services and provide culturally and linguistically appropriate services and adhere to the requirements in Exhibit C Special Provisions, Paragraph 16. Limited English Proficiency (LEP).
- 4.5. DHHS recognizes that Contractors may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the Contractor shall retain the responsibility and accountability for the function(s) for any services required by this Contract that are provided, in whole or in part, by a subcontracted agency or provider, and adhere to the requirements in Exhibit C Special Provisions, Paragraph 19. Subcontractors of this Contract.
- 4.6. Adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center in Exhibit I Health Insurance Portability Act Business Associate Agreement.
- 4.7. The contractor shall promulgate appropriate policies and guidelines to ensure the consistency and adequacy of work performed by subcontracted agencies and shall, through regular meetings and through quality reviews, monitor and provide support to the work of these agencies.

5. Staffing Provisions

- 5.1. New Hires
 - 5.1.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
 - 5.1.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.
- 5.2. Vacancies
 - 5.2.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision



Exhibit A – Amendment #2

- 5.2.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

6. Performance Measures

- 1.1. The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 1.1.1. Implement and evaluate 85% of the strategies and accompanying activities outlined in the "New Hampshire Violence and Injury Prevention Plan for Action 2015-2020". This is a subset of the "Statewide Strategic Injury Prevention Plan".
 - 1.1.2. Facilitate 100% of the statewide coalitions in order to implement injury prevention.
 - 1.1.3. Upon completion of the Injury Prevention for Home Visitors trainings and the web-based Injury Prevention for Individuals Providing Early Childhood Services trainings, at least 95% of the participants will indicate learning something new on evaluation.
- 1.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #2

Method 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.
 - 1.1. This contract is funded with federal funds from:
 - 1.1.1. Federal funds from the Centers for Disease Control and Prevention, Preventative Health Services, CFDA #93.758, Federal Award Identification Number (FAIN), NB01OT009098.
 - 1.1.2. Federal funds from the US Department of Health and Human Services, ACA Maternal, Infant & Early Childhood Home Visiting Program, CFDA #93.505, Federal Award Identification Number (FAIN), D89MC28272.
 - 1.1.3. Federal funds from the US Department of Health and Human Services, Title IIID, Preventative Health, CFDA #93.043, Federal Award Identification Number (FAIN), 17ANHT3PH.
 - 1.1.4. General funds.
 - 1.2. 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.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.3. 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. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. 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.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or Invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.



Exhibit B Amendment #2

- 3) 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.

Exhibit B-1 Budget SFY 2018

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Trustees of Dartmouth College

Budget Request for: Injury Prevention Services
(Name of RFP)

Budget Period: SFY 2018 (Jul 1, 2017 - Mar 31, 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 51,934.19	\$ 5,193.26	\$ 57,127.45	
2. Employee Benefits	\$ 17,969.23	\$ 1,796.92	\$ 19,766.15	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 750.00	\$ 75.00	\$ 825.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,324.00	\$ 132.40	\$ 1,456.40	
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	\$ 2,000.00	\$ 200.00	\$ 2,200.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 73,977.42	\$ 7,397.58	\$ 81,375.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: ABC

Date: 5/11/17

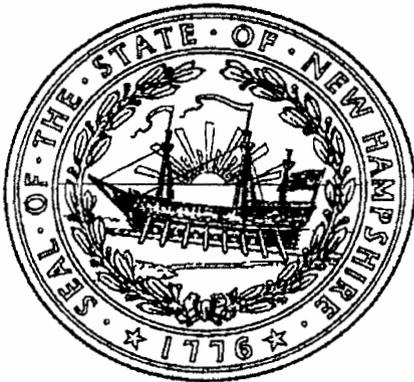
State of New Hampshire

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 "William M. Gardner".

William M. Gardner
Secretary of State



BOARD OF TRUSTEES

CERTIFICATE

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

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

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

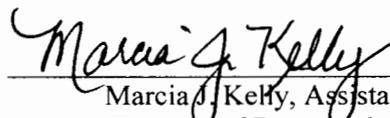
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

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

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

Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Martin N. Wybourne	Vice Provost for Research	July 1, 2004
Christine Bothe	Associate Director, Office of Sponsored Projects	December 1, 2011
Aarron Clough	Assistant Director, Office of Sponsored Projects	January 1, 2013
Heather A. Arnold	Assistant Director, Office of Sponsored Projects	December 1, 2011

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 11th day of May, 2017.



Marcia J. Kelly, Assistant Clerk
Trustees of Dartmouth College



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2016

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-DART-GAWUP-16-17	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Pinnacle Consortium of Higher Ed VT RRRG</td> <td></td> <td>11980</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER C: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER D: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E: N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER F: N/A</td> <td></td> <td>N/A</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Pinnacle Consortium of Higher Ed VT RRRG		11980	INSURER B: Zurich American Insurance Company		16535	INSURER C: N/A		N/A	INSURER D: N/A		N/A	INSURER E: N/A		N/A	INSURER F: N/A	
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INSURER B: Zurich American Insurance Company		16535																				
INSURER C: N/A		N/A																				
INSURER D: N/A		N/A																				
INSURER E: N/A		N/A																				
INSURER F: N/A		N/A																				

COVERAGES **CERTIFICATE NUMBER:** CLE-005014700-01 **REVISION NUMBER:** 1

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 GEM. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PCHE2016-03	07/01/2016	07/01/2017	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 COMPI/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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9267272-06 'SELF-INSURED FOR' 'PHYSICAL DAMAGE'	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER The State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/17

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-DART-GAWUP-16-17	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED TRUSTEES OF DARTMOUTH COLLEGE ATTN: CATHERINE LARK 53 S. MAIN STREET, SUITE 212 HANOVER, NH 03755	INSURER(S) AFFORDING COVERAGE INSURER A : N/A NAIC # N/A INSURER B : N/A NAIC # N/A INSURER C : N/A NAIC # N/A INSURER D : Midwest Employers Casualty Company 23612 INSURER E : American Casualty Company Of Reading, Pa 20427 INSURER F : Transportation Insurance Co 20494

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	CLAIMS-MADE OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6024204717 (AOS)	07/01/2016	07/01/2017	X PER STATUTE OTH-ER
F	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	6024204720 (CA)	07/01/2016	07/01/2017	E.L EACH ACCIDENT \$ 1,000,000
D	if yes, describe under DESCRIPTION OF OPERATIONS below	N N/A	EWCO08364 (NH) "Below SIR Applies"	07/01/2016	07/01/2017	E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
			SIR: \$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

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Dartmouth College HANOVER • NEW HAMPSHIRE • 03755-3529
Office of the Provost • 6004 Parkhurst Hall, • Tel (603)646-2404 • Fax (603)646-3773

Mission Statement

Dartmouth College combines the best features of an undergraduate liberal arts college with the intellectual vitality of a research university. Founded as an undergraduate institution more than two centuries ago, Dartmouth offers excellent graduate programs within the Arts and Sciences and in business, engineering, and medicine. The professional schools, among the first established in their respective fields, have had a historic role in defining the school's intellectual values. Dartmouth encourages a love of learning and discovery in every member of its community. It celebrates the diversity of that community, which includes men and women from different backgrounds, abilities, economic circumstances, perspectives, races, religions, national origins, and sexual orientations.

Dartmouth has a special character and is committed to fostering the unique bonds that exist between the institution and those who learn, teach, and work here. This character is rooted in the following essential elements:

A devotion to a vital learning environment that relies on a faculty dedicated to outstanding teaching and scholarship; a talented and intellectually curious student body; a staff committed to the institution and its purposes, and alumni/ae supportive of the pursuit of the highest ideals of teaching and learning.

A conviction that one of Dartmouth's strengths is providing students with close contact with faculty, and an appreciation that the quality of the educational and research experiences Dartmouth offers is one measure of its success.

A resolve to enrich the learning experience at Dartmouth by encouraging regular interaction among members of a diverse community. A Dartmouth education should prepare students for life in complex world, one in which the ability to understand and appreciate differences and similarities among all people and societies is essential.

A commitment to sustain an academic residential community that cultivates and nurtures the social, emotional, moral, and physical well-being of its members. Dartmouth encourages intellectual endeavors, artistic expression, community service, athletics and outdoor activities, religious life, and political and social activism.

A recognition that its setting and location in northern New England offer Dartmouth unique advantages, special traditions, and ongoing obligations related to understanding our relationships to our community and to our environment.

Adopted June, 2002

DARTMOUTH COLLEGE

Financial Statements

2015 - 2016





Report of the Independent Auditors

To the Board and Trustees of Dartmouth College:

We have audited the accompanying consolidated financial statements of Dartmouth College ("Dartmouth"), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015 and the related consolidated statement of activities for the year ended June 30, 2016, and statements of cash flows for the years ended June 30, 2016 and 2015.

Management's Responsibility for the 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 Dartmouth'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 Dartmouth'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 at June 30, 2016 and 2015 and the changes in their net assets for the year ended June 30, 2016 and their cash flows for the years ended June 30, 2016 and 2015 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, 2015, and the related consolidated statements of activities and cash flows for the year then ended (not presented herein), and in our report dated October 19, 2015, 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, 2015 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 25, 2016

Dartmouth College

Consolidated Statement of Financial Position

As of June 30, 2016, with comparative information as of June 30, 2015
(in thousands)

	2016	2015
Assets		
Cash and cash equivalents	\$ 207,932	\$ 289,137
Receivables and other assets, net	143,976	143,339
Investment related receivables	51,484	9,157
Pledges receivable, net	211,455	164,368
Investments	5,697,656	5,704,691
Land, buildings, equipment, and construction in progress, net	954,922	968,902
Total assets	<u>\$ 7,267,425</u>	<u>\$ 7,279,594</u>
Liabilities		
Accounts payable and other liabilities	\$ 99,860	\$ 66,090
Investment related payables	85,833	30,627
Deferred revenues and deposits	41,048	43,298
Liability for split-interest agreements	49,527	49,894
Pension and other employment related obligations	420,710	451,354
Bonds, mortgages, and notes payable, net	1,247,984	1,098,157
Interest rate swap liabilities, at fair value	250,321	167,417
Conditional asset retirement obligations	24,522	23,804
Government advances for student loans	20,660	20,492
Total liabilities	<u>2,240,465</u>	<u>1,951,133</u>
Net Assets		
Unrestricted	1,104,557	1,312,188
Temporarily restricted	2,570,506	2,772,958
Permanently restricted	1,351,897	1,243,315
Total net assets	<u>5,026,960</u>	<u>5,328,461</u>
Total liabilities and net assets	<u>\$ 7,267,425</u>	<u>\$ 7,279,594</u>

See accompanying notes to the financial statements.

Dartmouth College

Consolidated Statement of Activities

For the year ended June 30, 2016, with summarized financial information for the year ended June 30, 2015
(in thousands)

	Unrestricted	Temporarily	Permanently	Total	
		Restricted	Restricted	2016	2015
Endowment Activities					
Gifts	\$ 63	\$ 2,327	\$ 68,966	\$ 71,356	\$ 46,029
Net investment return	(23,048)	(76,301)	(200)	(99,549)	349,917
Distributed for spending	(48,243)	(160,335)	(55)	(208,633)	(214,225)
Other changes	(2,195)	1,609	5,382	4,796	814
Amounts transferred (to) from other funds, net	5,758	4,677	32,508	42,943	12,737
Change in net assets from endowment activities	(67,665)	(228,023)	106,601	(189,087)	195,272
Operating Activities					
Revenues					
Tuition and fees	340,979	-	-	340,979	326,580
Student scholarships	(141,713)	-	-	(141,713)	(129,186)
Net tuition and fees	199,266	-	-	199,266	197,394
Sponsored research grants and contracts	183,083	-	-	183,083	182,118
Dartmouth College Fund and other gifts	76,288	10,863	-	87,151	84,833
Distributed endowment investment return	200,640	6,304	-	206,944	212,493
Other operating income	106,825	207	-	107,032	125,064
Auxiliaries	76,089	-	-	76,089	74,345
Net assets released from restrictions	21,331	(21,331)	-	-	-
Total revenues	863,522	(3,957)	-	859,565	876,247
Expenses					
Academic and student programs	592,068	-	-	592,068	568,685
Sponsored programs	133,016	-	-	133,016	136,150
General institutional services	107,229	-	-	107,229	101,125
Auxiliaries	85,798	-	-	85,798	85,468
Subtotal expenses for ongoing operations	918,111	-	-	918,111	891,428
Change in net assets from ongoing operations	(54,589)	(3,957)	-	(58,546)	(15,181)
Restructuring expenses	53,459	-	-	53,459	-
Change in net assets from operating activities	(108,048)	(3,957)	-	(112,005)	(15,181)
Non-operating Activities					
Gifts	-	65,713	416	66,129	86,185
Other non-operating changes, net	(4,746)	3,177	-	(1,569)	(2,543)
Loss on extinguishment of debt	(31,732)	-	-	(31,732)	-
Distributed endowment investment return	371	1,318	-	1,689	1,731
Increase/decrease in outstanding pledges	-	39,179	7,908	47,087	67,110
Pension and postretirement benefit related changes other than net periodic benefit costs	69,052	-	-	69,052	(40,739)
Disposals and non-capitalized expenditures	(6,794)	(386)	-	(7,180)	(5,810)
Change in unrealized gain (loss) related to interest rate swap agreements	(82,904)	-	-	(82,904)	(26,198)
Net assets released from restrictions	34,457	(34,457)	-	-	-
Amounts transferred (to) from endowment, net	(7,463)	(35,480)	-	(42,943)	(12,737)
Net change in split-interest agreements	(2,159)	(9,536)	(6,343)	(18,038)	(10,579)
Change in net assets from non-operating activities	(31,918)	29,528	1,981	(409)	56,420
Change in net assets	(207,631)	(202,452)	108,582	(301,501)	236,511
Net Assets, beginning of year	1,312,188	2,772,958	1,243,315	5,328,461	5,091,950
Net Assets, end of year	\$ 1,104,557	\$ 2,570,506	\$ 1,351,897	\$ 5,026,960	\$ 5,328,461

See accompanying notes to the financial statements.

Dartmouth College

Consolidated Statement of Operating Expenses

For the year ended June 30, 2016, with summarized financial information for the year ended June 30, 2015
(in thousands)

	General Institutional Services					Total Expenses	
	Academic & Student Programs	Sponsored Programs	Administrative Support	Facilities Operation & Maintenance	Development	Auxiliaries	Total
Salaries and wages	\$ 244,537	\$ 60,849	\$ 28,981	\$ 19,140	\$ 22,494	\$ 14,961	\$ 390,962
Employee benefits	105,535	15,236	11,461	7,569	8,895	5,917	154,613
Fellowships and student support	11,709	3,659	-	-	-	553	15,921
Materials, equipment, and supplies	38,098	9,896	8,247	2,271	2,214	17,292	78,018
Purchased services	39,656	39,379	5,853	2,546	4,509	10,455	102,398
Utilities, taxes, and occupancy	-	-	-	37,227	-	8,345	45,572
Depreciation and amortization	47,214	-	4,247	5,037	292	9,792	66,582
Lodging, travel, and similar costs	23,028	3,567	997	90	1,882	175	29,739
Interest	-	-	-	25,704	-	1,414	27,118
Other expenses	4,707	430	1,301	242	453	55	7,188
	514,484	133,016	61,087	99,826	40,739	68,959	918,111
Facilities operation & maintenance	77,584	-	5,313	(99,826)	90	16,839	0
Total expenses for FY16	\$ 592,068	\$ 133,016	\$ 66,400	\$ -	\$ 40,829	\$ 85,798	\$ 918,111
Total expenses for FY15	\$ 568,685	\$ 136,150	\$ 61,565	\$ -	\$ 39,560	\$ 85,468	\$ 891,428

See accompanying notes to the financial statements.

Consolidated Statement of Cash Flows

For the year ended June 30, 2016, with comparative information for the year ended June 30, 2015
(in thousands)

	2016	2015
Cash flows from operating activities		
Total change in net assets	\$ (301,501)	\$ 236,511
Adjustments to reconcile total change in net assets to net cash used by operating activities:		
Depreciation and amortization	67,326	60,989
Change in estimated value of interest rate swap agreements	82,904	26,198
Change in estimated pension and post-retirement benefit obligation	(45,198)	56,743
Net change in split-interest liability	(367)	(1,982)
Change in pledges receivable, net	(47,087)	(67,110)
Other non-cash transactions	1,025	(532)
Contributions, investment income, and other changes restricted for long-term investment	(130,870)	(80,390)
Net realized and unrealized (gains) losses	119,262	(330,960)
Changes in operating assets and liabilities:		
Receivables and other assets, net	(1,003)	4,415
Accounts payable and other liabilities	33,072	(5,516)
Deferred revenues and deposits	(2,250)	2,557
Employment related obligations	14,554	4,221
Net cash used in operating activities	<u>(210,133)</u>	<u>(94,856)</u>
Cash flows from investing activities		
Student loans granted	(11,767)	(8,242)
Student loans repaid	11,076	12,902
Purchases of land, buildings, and equipment	(51,888)	(74,518)
Net change in unsettled trades	12,879	13,785
Purchases of investments	(4,861,252)	(5,814,372)
Sales and maturities of investments	4,749,025	5,988,429
Net cash provided by (used in) investing activities	<u>(151,927)</u>	<u>117,984</u>
Cash flows from financing activities		
Proceeds from issuance of debt	642,065	-
Repayment of debt	(492,248)	(15,181)
Contributions, investment income, and other changes restricted for long-term investment in:		
Facilities	47,375	27,473
Endowment, life income, and similar funds	83,495	52,918
Changes in government advances for student loans	168	49
Net cash provided by financing activities	<u>280,855</u>	<u>65,259</u>
Net change in cash and cash equivalents	(81,205)	88,387
Cash and cash equivalents, beginning of year	289,137	200,750
Cash and cash equivalents, end of year	<u>\$ 207,932</u>	<u>\$ 289,137</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 63,470	\$ 53,273
Accounts payable related building and equipment additions	\$ 1,416	\$ 266
Contributed securities received	\$ 46,055	\$ 52,092

See accompanying notes to the financial statements.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2016 and 2015

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 2,000 graduate students. Established in 1769, Dartmouth includes the four-year undergraduate college, with graduate schools of business, engineering, and medicine, and several graduate programs in the arts and sciences.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis. Dartmouth's 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, cost centers, or the professional schools, to cover program costs or contingencies. These Dartmouth-designated net assets include funds designated for operating initiatives, facilities, and long-term quasi-endowment. The purposes for which Dartmouth-designated net assets are earmarked may be changed under the authority of Dartmouth's management or Board of Trustees. The use of designated net assets is at the discretion of the responsible department. All expenses are recorded as a reduction of unrestricted net assets.

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

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

Comparative Financial Information

The 2016 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, 2015, from which the summarized information was derived. Certain prior year amounts have been reclassified to conform to the fiscal year 2016 presentation.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2016 and 2015

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 fiscal 2015, Dartmouth adopted ASU 2015-07, Disclosures for Certain Entities That Calculate Net Asset Value per Share (or its Equivalent), which removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using net asset value per share as the practical expedient.

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 has chosen 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). Dartmouth is evaluating the impact of the remainder of the new guidance on the consolidated financial statements.

The adoption of ASU 2015-07 and the provision of ASU 2016-01 did not have a material effect on Dartmouth's consolidated financial statements.

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 benefits 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.

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Cash and Cash Equivalents

Cash and cash equivalents consist principally of U.S. treasury funds, money market accounts, certificates of deposit, commercial paper, and liquid short-term investments with maturities of 90 days or less at the date of acquisition. Cash and cash equivalents are carried at cost, which approximates fair value and is 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 66 percent of tuition and fees revenue for the years ended June 30, 2016 and 2015. 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 \$4,089,000 and \$5,921,000 for the years ended June 30, 2016 and 2015, respectively, which are not presented in the consolidated Statement of Activities.

In fiscal 2016, Dartmouth admitted students to its undergraduate program without regard to financial need. Beginning with the undergraduate class that will matriculate in fiscal 2017, Dartmouth plans to consider the financial need of international students during the admissions process. The financial aid program assists all students with demonstrated need, defined in accordance with a uniform formula, by providing a mix of scholarships, loans and/or employment designed to cover costs of attendance when combined with student and family contributions, based on ability to pay.

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 \$42,354,000 and \$42,121,000 during the years ended June 30, 2016 and 2015, 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, 2016, tax years ended June 30, 2013 through June 30, 2015 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, 2016 and 2015, Dartmouth paid approximately \$19.3 million and \$25.3 million, respectively, and received approximately \$24.0 million and \$26.5 million, respectively, in connection with these arrangements.

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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 GAAP. Purchases and sales of securities are recorded on the trade date, and realized gains and losses are determined on the basis of the average cost of securities sold. Cash and cash equivalents designated for investment purposes is included in Investments and may include money market funds, foreign currency held for investment purposes, and 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, 2016 and June 30, 2015 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. The valuation policy includes: the estimated price that would be received from the sale of the asset in an orderly transaction between market participants, prices determined by independent external appraisals for approximately one third of the properties in a given year, or at cost which approximates fair value for properties held for less than a year or which are being actively developed.

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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 \$14,263,000 and \$13,136,000 for the years ended June 30, 2016 and 2015, 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 1.8% and 2.0% for June 30, 2016 and 2015, 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.

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B. Receivables and Other Assets

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

	<u>2016</u>	<u>2015</u>
Student accounts	\$ 493	\$ 2,277
Sponsored research grants and contracts	18,048	22,003
Other accounts	41,687	38,277
Notes and student loans	64,831	64,140
<i>Less: allowance for uncollectible accounts</i>	<u>(3,600)</u>	<u>(3,287)</u>
Receivables, net	\$ 121,459	\$ 123,410
Prepaid costs, inventories, and other assets	<u>22,517</u>	<u>19,929</u>
Total receivables and other assets, net	<u><u>\$ 143,976</u></u>	<u><u>\$ 143,339</u></u>

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):

	<u>2016</u>	<u>2015</u>
Gifts to support operations	\$ 87,151	\$ 84,833
Gifts for:		
Facilities and student loans	47,375	27,473
Other restricted uses	2,973	38,332
Endowment	71,356	46,029
Split-interest agreements	<u>15,781</u>	<u>20,380</u>
Total gifts and pledge payments	<u><u>\$ 224,636</u></u>	<u><u>\$ 217,047</u></u>

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):

	<u>2016</u>	<u>2015</u>
In one year or less	\$ 74,074	\$ 54,510
Between one year and five years	97,385	108,083
Six years and after	<u>49,796</u>	<u>13,183</u>
Gross pledges receivable	\$ 221,255	\$ 175,776
<i>Less: present value discount</i>	(7,955)	(6,915)
<i>Less: allowance for uncollectible pledges</i>	<u>(1,845)</u>	<u>(4,493)</u>
Pledges receivable, net	<u><u>\$ 211,455</u></u>	<u><u>\$ 164,368</u></u>

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

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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 predictable yield as well as more opportunistic strategies focused on generating return through price appreciation. These strategies generally include corporate debt securities, government securities, mortgage backed and asset backed securities and other financial instruments. Exposures to these investments 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.

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

Dartmouth 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 through publicly traded mutual funds as well as directly held real estate. Other real asset investments 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):

	2016	2015
Endowment investments	\$ 4,538,696	\$ 4,729,487
Split-interest agreement investments	130,237	133,448
Operating and other investments	1,028,723	841,756
Total investments	\$ 5,697,656	\$ 5,704,691

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

Level 1 - Quoted prices (unadjusted) in active markets for identical investments as of the reporting date. The type of investment in Level 1 includes cash and cash equivalents, actively listed 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, 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	<u>\$ 1,379,768</u>	<u>\$ 222,538</u>	<u>\$ 201,309</u>	<u>\$ 1,803,615</u>

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, 2015 (in thousands):

	Level 1	Level 2	Level 3	Total
Investments:				
Cash and cash equivalents	\$ 259,514	\$ -	\$ -	\$ 259,514
Fixed income	391,956	204,863	79	596,898
Global equity:				
US equity	521,312	-	523	521,835
International	18,130	-	-	18,130
Emerging markets	83,232	-	-	83,232
Real assets:				
Real estate	15,981	-	199,028	215,009
Other real assets	2	-	-	2
Other investments	-	122	1,728	1,850
Contribution in advance	32,000	-	-	32,000
Redemption receivable	109,301	-	-	109,301
Total investments	<u>\$ 1,431,428</u>	<u>\$ 204,985</u>	<u>\$ 201,358</u>	<u>\$ 1,837,771</u>

The following tables present Dartmouth's activity for the fiscal years ended June 30, 2016 and 2015 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, 2015	\$ 79	\$ 523	\$ 199,028	\$ 1,728	\$ 201,358
Acquisitions / purchases	-	-	667	8	675
Distributions / sales	-	-	(3,769)	(282)	(4,051)
Transfers out	-	-	-	-	-
Realized gain (loss)	-	-	185	-	185
Change in unrealized gain (loss)	-	-	3,142	-	3,142
Balance as of June 30, 2016	<u>\$ 79</u>	<u>\$ 523</u>	<u>\$ 199,253</u>	<u>\$ 1,454</u>	<u>\$ 201,309</u>

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	Fixed Income	US Equity	Real Assets	Other Investments	Total
Balance as of June 30, 2014	\$ 458	\$ 23	\$ 203,084	\$ 7,683	\$ 211,248
Acquisitions / purchases	-	500	1,062	16	1,578
Distributions/sales			(2,069)	(4,824)	(6,893)
Transfers out	(318)	-	-	-	(318)
Realized gain (loss)	-	-	362	(1,147)	(785)
Change in unrealized gain (loss)	(61)	-	(3,411)	-	(3,472)
Balance as of June 30, 2015	<u>\$ 79</u>	<u>\$ 523</u>	<u>\$ 199,028</u>	<u>\$ 1,728</u>	<u>\$ 201,358</u>

All net realized and unrealized gains (losses) in the table above are reflected in the consolidated Statement of Activities. Unrealized gains (losses) relate to investments held by Dartmouth at June 30, 2016 and 2015. Transfers between levels of the fair value hierarchy are reported at the beginning of the reporting period in which they occur. For fiscal year 2015, transfers from Level 3 to Level 2 are primarily due to the increased observability of pricing inputs for certain securities.

The following table provides quantitative information about the significant unobservable inputs used in the valuation of directly held real estate as of June 30, 2016 and June 30, 2015. Investments in directly held real estate represent the total asset value of each of the underlying property investments. Significant changes in any one third party appraisal input would likely not result in a significant change in fair value measurement to the directly held real estate portfolio, however, actual results could differ materially from these estimates particularly during periods of investment and/or interest rate volatility.

June 30, 2016 (in thousands):

Valuation Technique	Fair Value ¹	Unobservable Inputs	Input Value(s)
Third party appraisal-income approach & comparable sales	\$ 179,878	Capitalization rate	4.00 – 8.50%
Market bid	16,450	Not applicable	Not applicable
Tax assessed value – adjusted annually	2,274	State/Local equalization ratios	.876
Cost	651	Not applicable	Not applicable
Total	<u>\$ 199,253</u>		

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

June 30, 2015 (in thousands):

Valuation Technique	Fair Value ¹	Unobservable Inputs	Input Value(s)
Third party appraisal-income approach & comparable sales	\$ 193,964	Capitalization rate	6.50 – 9.00%
Tax assessed value – adjusted annually	4,438	Discount rate	8.00
Cost	626	State/Local equalization ratios	.900 - .983
Total	<u>\$ 199,028</u>	Not applicable	Not applicable

¹ The 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, 2016 (in thousands):

	Fair Value	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 44,094	Monthly	30 - 40	\$ -	Not applicable
Global equity:		Ranges from quarterly			
US equity ¹	637,179	to bi-annual	30 - 90	35,000	Not applicable
International ²	460,033	Ranges from semi-monthly to quarterly	3 - 180	-	Not applicable
Emerging markets ³	219,226	Ranges from daily to quarterly	30 - 180	-	Not applicable
Marketable alternative strategies ⁴	1,155,608	Ranges from quarterly to annually	30 - 90	54,342	Not applicable
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 Marketable alternative strategies 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, 2015 (in thousands):

	Fair Value	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 41,405	Monthly	30 - 40	\$ -	Not applicable
Global equity:		Ranges from quarterly			
US equity ¹	689,016	to bi-annual ¹	30 - 90	35,000	Not applicable
International	335,524	Ranges from monthly to quarterly	3 - 60	-	Not applicable
Emerging markets	151,097	Ranges from daily to annually	30 - 180	-	Not applicable
Marketable alternative strategies ²	1,146,224	Ranges from quarterly to every three years ²	30 - 180	-	Not applicable
Private equity/ Venture capital	999,865	Illiquid	Not applicable	393,297	1 - 12 years
Real assets:					
Real estate	314,892	Illiquid	Not applicable	166,405	1 - 12 years
Other real assets	188,897	Illiquid	Not applicable	196,910	1 - 20 years
Total	<u>\$ 3,866,920</u>			<u>\$ 791,612</u>	

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

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

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Investments reported in the Fair Value Leveling and Fair Value NAV tables total \$5,697,656,000 and \$5,704,691,000 and are presented on the consolidated Statement of Financial Position as of June 30, 2016 and 2015, respectively.

The following tables set forth the fair value of Dartmouth's derivative instruments for investment purposes by contract type as of June 30, 2016 and 2015 and gains/losses related to derivative activities for the years ended June 30, 2016 and 2015 (in thousands):

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>

June 30, 2015:

	Notional Exposure		Fair Value ¹		Net Gain/(Loss) ²
	Long	Short	Asset	Liability	
Foreign currency forward contracts	\$ 32,408	\$ (16,672)	\$ 248	\$ (99)	\$ 1,868
Fixed income futures contracts	56,277	(81,919)	412	(116)	(880)
Interest rate swaps	-	-	3	(3)	-
Credit default swaps	5,551	(10,421)	203	(728)	(152)
Total	<u>\$ 94,236</u>	<u>\$ (109,012)</u>	<u>\$ 866</u>	<u>\$ (946)</u>	<u>\$ 836</u>

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

² The 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.

Dartmouth enters into foreign currency forward contracts and government bond futures and forwards to efficiently manage portfolio exposures to global currencies and interest rates. These instruments may be used to hedge the portfolio from unwanted currency and interest rate risk, but also to efficiently implement active duration and relative value currency strategies. Dartmouth is obligated to pledge to the appropriate broker cash or securities to be held as collateral, as determined by exchange margin requirements for futures contracts held. These instruments are valued using market-based prices and are included in Level 2 in the Fair Value Leveling table. At June 30, 2016 and 2015, the fair value of Dartmouth's pledged collateral on futures contracts for investment purposes was \$0 and \$312,000 respectively and is included in investments on the consolidated Statement of Financial Position.

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, 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)	<u>(28,529)</u>	<u>(93,822)</u>	<u>(246)</u>	<u>(122,597)</u>
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)
Other changes, net	<u>3,563</u>	<u>6,286</u>	<u>37,890</u>	<u>47,739</u>
Endowment net assets, June 30, 2016	<u>\$ 1,008,220</u>	<u>\$ 2,179,853</u>	<u>\$ 1,286,331</u>	<u>\$ 4,474,404</u>

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2014	\$ 1,036,651	\$ 2,307,195	\$ 1,124,373	\$ 4,468,219
Net investment return:				
Investment income	6,634	22,045	56	28,735
Net appreciation (depreciation)	<u>73,410</u>	<u>247,127</u>	<u>645</u>	<u>321,182</u>
Total net investment return	80,044	269,172	701	349,917
Gifts	141	1,929	43,959	46,029
Distribution of endowment return to all funds	(48,942)	(165,235)	(48)	(214,225)
Other changes, net	<u>7,991</u>	<u>(5,185)</u>	<u>10,745</u>	<u>13,551</u>
Endowment net assets, June 30, 2015	<u>\$ 1,075,885</u>	<u>\$ 2,407,876</u>	<u>\$ 1,179,730</u>	<u>\$ 4,663,491</u>

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

Included in temporarily restricted endowment net assets at the end of the year is the remaining amount of expendable accumulated appreciation on permanent endowment funds of \$1,815,710,000 and \$2,027,492,000 at June 30, 2016 and 2015, respectively.

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	<u>1,008,220</u>	<u>-</u>	<u>-</u>	<u>1,008,220</u>
Total endowment net assets	<u>\$ 1,008,220</u>	<u>\$ 2,179,853</u>	<u>\$ 1,286,331</u>	<u>\$ 4,474,404</u>

Endowment net assets consist of the following as of June 30, 2015 (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 2,407,876	\$ 1,179,730	\$ 3,587,606
Board-designated endowment funds	<u>1,075,885</u>	<u>-</u>	<u>-</u>	<u>1,075,885</u>
Total endowment net assets	<u>\$ 1,075,885</u>	<u>\$ 2,407,876</u>	<u>\$ 1,179,730</u>	<u>\$ 4,663,491</u>

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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 \$897,000 and \$0 as of June 30, 2016 and 2015, respectively. These events were a result of market declines since the endowment funds were established. A Board of Trustees policy limits the distribution from these funds, except in cases where the donor directs otherwise. In order to provide stable funding from 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 2016 endowment distribution of \$208,633,000 represents a 4.5% 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):

	<u>2016</u>	<u>2015</u>
Land	\$ 19,158	\$ 19,158
Buildings	1,283,309	1,175,416
Land improvements	114,498	112,339
Equipment and software	<u>339,917</u>	<u>315,845</u>
Land, buildings, and equipment	\$ 1,756,882	\$ 1,622,758
Less: accumulated depreciation	(835,201)	(768,809)
Construction in progress	<u>33,241</u>	<u>114,953</u>
Total net book value	<u>\$ 954,922</u>	<u>\$ 968,902</u>

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>2016</u> <u>Interest Rate</u>	<u>2016</u>	<u>2015</u>
New Hampshire Health and Education Facilities Authority (NHHEFA):				
Tax-Exempt Fixed Rate:				
Series 2009	2019 – 2039	5.00% - 5.25%	\$ 52,800	\$ 198,875
Tax-Exempt Variable Rate:				
Series 2002	2032	.01% - .08%	-	101,000
Series 2003	2023	.01% - .43%	61,600	69,200
Series 2007A	2031	.01% - .02%	-	89,665
Series 2007B	2041	.01% - .42%	75,000	75,000
Series 2015AB	2040	.50% - .85%	101,000	-
Series 2015CD	2038	.50% - .85%	89,665	-
Series 2016A	2043	1.14%	<u>165,000</u>	<u>-</u>
Subtotal tax-exempt bonds			\$ 545,065	\$ 533,740
Taxable Bonds:				
NHHEFA Variable Rate:				
Series 2007C	2041	.14% - .16%	-	30,000
Fixed Rate				
Series 2009	2019	4.75%	150,000	250,000
Series 2012A	2042	4.00%	70,000	70,000
Series 2012B	2043	3.76%	150,000	150,000
Series 2016A	2046	3.47%	<u>250,000</u>	<u>-</u>
Subtotal taxable bonds			\$ 620,000	\$ 500,000
Subtotal bonds			\$ 1,165,065	\$ 1,033,740
Mortgages on real estate investments:				
Fixed Rate	2017 - 2037	4.34% - 5.61%	46,065	47,568
Taxable commercial paper note:				
Variable Rate		.14% to .50%	<u>36,300</u>	<u>12,600</u>
Subtotal bonds, mortgages and notes payable			\$ 1,247,430	\$ 1,093,908
Original issue premium, net			<u>554</u>	<u>4,249</u>
Total bonds, mortgages, and notes payable, net			\$ 1,247,984	\$ 1,098,157

In August 2015, 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 April 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. The defeasance was achieved through the deposit of \$165,000,000 of the proceeds of the Series 2016A Bonds along with \$3,000,000 of institutional funds directly in a refunding trust and has been accounted for as legal defeasance. Accordingly, the defeased bonds and the assets in the defeasance trust were removed from the consolidated Statement of Financial Position in 2016. Future interest payments due to bondholders totaling \$19,371,000 is included in loss on extinguishment of debt in the consolidated Statement of Activities. Monies in the defeasance trust have been applied to the purchase of noncancelable direct obligations of the United States government. The government obligations, together with the interest thereon, will be sufficient in amount and available when necessary to pay the principal and interest on the defeased Series 2009 Bonds when due or called.

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

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

	<u>2016</u>	<u>2015</u>
<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	\$ 2,618	\$ 2,743
Operating Activities (amounts included in "Interest and Amortization" on the consolidated Statement of Operating Expenses)		
Interest expense on debt (including payments on interest rate swap agreements) used to finance facilities projects	25,708	24,603
Interest expense on other operating indebtedness	273	154
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	21,533	22,126
Total interest expense on the consolidated Statement of Activities	<u>\$ 51,538</u>	<u>\$ 51,032</u>
<u>Consolidated Statement of Financial Position:</u>		
Interest paid on debt used to finance facilities projects capitalized in connection with various construction projects	\$ 460	\$ 1,214

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):

<u>June 30</u>	<u>Principal Due</u>
2017	\$ 27,578
2018	9,854
2019	168,153
2020	10,616
Thereafter	<u>994,929</u>
Total	<u>\$ 1,211,130</u>

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Principal due after June 30, 2020, includes the following “balloon” payments due on Dartmouth’s indebtedness (in thousands):

<u>June 30</u>	<u>Indebtedness</u>	<u>Payment</u>
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 TE bonds	\$ 165,000
2046	2016 Series A bond	\$ 250,000

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, 2016, 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:

<u>Expiration Date</u>	<u>Notional Amount (in thousands)</u>	<u>Fixed Interest Rate %</u>	<u>% of LIBOR BBA</u>
06/01/2032	\$ 100,000	3.75	67
06/01/2041	\$ 100,000	3.73	70
06/01/2027	\$ 31,910	3.77	72
06/01/2028	\$ 52,585	3.78	72
06/01/2042	\$ 100,000	3.73	70
06/01/2043	\$ 165,000	3.74	70

The fair value of these agreements at June 30, 2016 and 2015 based on various factors contained in the interest rate swap agreements and certain interest rate assumptions, was approximately \$250,321,000 and \$167,417,000, respectively, and is considered a Level 2 measurement. The increase in the liability of \$82,904,000 and \$26,198,000 for the years ended June 30, 2016 and 2015, respectively, 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 counter-party 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 \$136,600,000 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, 2016 and 2015 under these agreements.

Dartmouth has a \$100,000,000 line of credit with a maturity date of December 15, 2016. There have been no borrowings under this line of credit.

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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):

	2016	2015
Retirement and postretirement benefits	\$ 380,087	\$ 418,113
Compensated absences, severance plans, and other commitments	28,456	21,907
Self-insured benefits	12,167	11,334
Total employment related obligations	\$ 420,710	\$ 451,354

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

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

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

	Pension Benefits		Postretirement Benefits	
	2016	2015	2016	2015
Change in benefit obligation:				
Beginning of year	\$ 132,431	\$ 134,216	\$ 396,179	\$ 336,563
Service cost	2,573	2,785	8,733	8,327
Interest cost	5,579	5,557	19,010	15,633
Benefits paid	(7,736)	(8,100)	(8,072)	(6,568)
Actuarial (gain)/loss	10,852	(2,027)	(62,919)	42,224
End of year	<u>\$ 143,699</u>	<u>\$ 132,431</u>	<u>\$ 352,931</u>	<u>\$ 396,179</u>
Change in estimated fair value of plan assets:				
Beginning of year	\$ 128,317	\$ 127,229	\$ -	\$ -
Actual return on plan assets	16,954	5,188	-	-
Employer contributions	4,000	4,000	8,072	6,568
Benefits paid	(7,736)	(8,100)	(8,072)	(6,568)
End of year	<u>\$ 141,535</u>	<u>\$ 128,317</u>	<u>\$ -</u>	<u>\$ -</u>
Funded status (plan assets less than benefits obligation)	<u>\$ (2,164)</u>	<u>\$ (4,114)</u>	<u>\$ (352,931)</u>	<u>\$ (396,179)</u>
Net periodic benefit (income) cost included the following:				
Service cost	\$ 2,573	\$ 2,785	\$ 8,733	\$ 8,327
Interest cost	5,579	5,557	19,010	15,633
Expected return on assets	(7,086)	(7,170)	-	-
Amortization of prior service cost (credit)	240	240	(3,487)	(7,186)
Recognized net actuarial loss	967	2,293	9,397	6,093
Net periodic benefit cost	<u>\$ 2,273</u>	<u>\$ 3,705</u>	<u>\$ 33,653</u>	<u>\$ 22,867</u>

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	Pension Benefits		Postretirement Benefits	
	2016	2015	2016	2015
Weighted-average assumptions:				
Discount rate used to determine net periodic benefit cost	4.40%	4.30%	4.85%	4.70%
Expected return on plan assets	6.10%	6.70%	-	-
Rate of compensation increase	3.00%	3.00%	-	-
Discount rate used to determine benefit obligations	3.68%	4.40%	4.15%	4.85%

The decrease in the post-retirement benefit obligation is primarily due to changes in pre-65 claims methodology and utilization assumptions, which are reflected in the 2016 actuarial gain of \$62,919,000.

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 2016	Total 2015
Amounts recognized in non-operating activities:				
Net actuarial gain(loss)	\$ (984)	\$ 62,919	\$ 61,935	\$ (42,179)
Amortization of gain	967	9,397	10,364	8,386
Amortization of prior service cost (credit)	240	(3,487)	(3,247)	(6,946)
Total non-operating gain (loss)	223	68,829	69,052	(40,739)
Amounts recognized in operating activities:				
Net periodic benefit cost	(2,273)	(33,653)	(35,926)	(26,571)
Total gain (loss)	\$ (2,050)	\$ 35,176	\$ 33,126	\$ (67,309)

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	
	2016	2015	2016	2015
Prior service cost	\$ -	\$ 240	\$ (4,951)	\$ (8,438)
Net (gain) loss	14,148	14,131	60,047	132,362
Total	\$ 14,148	\$ 14,371	\$ 55,096	\$ 123,924

The estimated costs that will be amortized into net periodic benefit costs in fiscal 2017 are as follows (in thousands):

	Pension Benefits	Postretirement Benefits
Prior service cost	\$ -	\$ (3,486)
Net (gain) loss	1,252	2,073
Total	\$ 1,252	\$ (1,413)

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	\$ 140,358			\$ 388	

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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 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, 2015 (in thousands):

	Amount	Redemption Terms	Days Notice	Remaining Unfunded Commitment	Remaining Life
Fixed income	\$ 54,590	Daily	2	\$ -	Not applicable
Global equity	65,661	Daily	2	-	Not applicable
Private equity/ Venture capital	<u>2,896</u>	Illiquid	Not applicable	<u>463</u>	1 – 5 years
Total	<u>\$ 123,147</u>			<u>\$ 463</u>	

In addition to the investments disclosed above, the Plan also held \$5,170,000 in cash and cash equivalents at June 30, 2015, 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 2017.

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
2017	\$ 13,100	\$ 8,500
2018	9,800	9,400
2019	9,800	10,400
2020	9,800	11,500
2021	10,100	12,600
Years 2022 -2026	46,400	76,900

The accumulated benefit obligation (ABO) of the defined benefit plan was \$136,800,000 and \$125,675,000 at June 30, 2016 and 2015, 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 6.75% and 7.5% in year 2016, decrease gradually to 5% and 5% in fiscal year 2023, respectively, and remain level thereafter. Dartmouth's estimate of postretirement benefit expense and obligations also reflects the impact of the Medicare Prescription Drug Improvement and Modernization Act, which provides for tax-free subsidies to employers that offer retiree medical benefit plans with qualifying drug coverage.

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2016 and 2015

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	\$ 4,854	\$ (4,173)
Increase (decrease) in postretirement benefit obligation	\$ 61,660	\$ (62,961)

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 will estimate 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 will account for it prospectively starting in fiscal 2017. The reduction in service and interest costs for fiscal 2017 associated with this change in estimate will be approximately \$630,000 for pension benefits and \$2,800,000 for post-retirement benefits.

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, 2016 and 2015 were \$26,060,000 and \$25,170,000, 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):

	2016	2015
Medical School clinical services and other support	\$ 43,881	\$ 54,267
Foreign study and continuing education programs	13,214	13,158
Student activities and other program revenues	13,085	11,729
Athletics revenues	4,247	4,526
Hopkins Center and Hood Museum revenues	1,349	1,372
Other revenues	20,354	21,671
Investment income	10,902	18,341
Total other operating income	\$ 107,032	\$ 125,064

J. Net Assets

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

	2016			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Detail of net assets:				
Operating funds	\$ 287,506	\$ 70,938	\$ -	\$ 358,444
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	50,930	-	385,955
Interest rate swap agreements	(250,321)	-	-	(250,321)
Student loan funds	20,212	23,517	-	43,729
Other non-operating activities	59,010	6,587	-	65,597
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

Dartmouth College
Notes to Consolidated Financial Statements
For the years ended June 30, 2016 and 2015

	2015			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Detail of net assets:				
Operating funds	\$ 356,275	\$ 66,228	\$ -	\$ 422,503
Pledges	-	137,601	26,767	164,368
Postretirement and pension benefit obligations	(400,293)	-	-	(400,293)
Third-party charitable trusts	-	5,674	4,010	9,684
Facilities and capital	347,886	37,613	-	385,499
Interest rate swap agreements	(167,417)	-	-	(167,417)
Student loan funds	20,761	22,754	-	43,515
Other non-operating activities	79,091	44,813	-	123,904
Life income, annuity, and similar funds	-	50,399	32,808	83,207
Endowment funds	1,075,885	2,407,876	1,179,730	4,663,491
Total net assets	<u>\$ 1,312,188</u>	<u>\$ 2,772,958</u>	<u>\$ 1,243,315</u>	<u>\$ 5,328,461</u>

K. Commitments and Contingencies

Outstanding commitments on uncompleted construction contracts total \$24,322,000 at June 30, 2016.

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, 2016 and 2015

The table below describes the \$53,459,000 in restructuring expense reported in the consolidated Statement of Activities and the \$44,917,000 of accrued liabilities, of which \$36,265,000 is reported in Accounts payable and other liabilities line and \$8,652,000 is reported in the Pension and other employment related obligations line on the consolidated Statement of Financial Position (in thousands):

	<u>Total Restructuring Cost</u>	<u>Paid as of June 30, 2016</u>	<u>Liabilities as of June 30, 2016</u>
Faculty and Staff Termination Benefits	\$ 14,393	\$ 5,741	\$ 8,652
Financial Support ¹	18,273	-	18,273
Occupancy, research administration and other services ²	17,461	-	17,461
Consulting	3,332	2,801	531
Total Restructuring Costs	<u>\$ 53,459</u>	<u>\$ 8,542</u>	<u>\$ 44,917</u>

¹Financial support includes designated departmental reserves, restricted gifts and endowment distributions. Restricted funds are expected to be available to Dartmouth-Hitchcock, for the purpose required by the donor, for the four years ending June 30, 2020.

²Certain of the occupancy and research administration and other support costs will be provided by Geisel to Dartmouth-Hitchcock at no charge during the two years ending June 30, 2018.

N. Subsequent Events

For purposes of determining the effects of other subsequent events on these consolidated financial statements, management has evaluated events subsequent to June 30, 2016 and through October 25, 2016, 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

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Realty Trust*

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New York, New York
Seeds of Peace

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Managing Director, Wolfensohn & Company, L.L.C.

Benjamin F. Wilson '73
Washington, D.C.
Managing Principal, Beveridge & Diamond, P.C.

Update January 2017

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 Injury Prevention Center at Children's Hospital at Dartmouth-Hitchcock
Program Manager
2009-2016 Dartmouth College/Geisel School of Medicine/Injury Prevention Center
Program Director Lebanon, NH
1978 - 2009 Concord Hospital Concord, NH
Staff Nurse/ Injury Prevention Coordinator

- Worked predominately as a staff nurse for eighteen of my thirty-nine years in nursing. Due to my passion for prevention my role has evolved over the years from nursing staff 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: Suicide Prevention Council, Abusive Head Trauma Coalition in NH, NH Safe Sleep Work Group, Buckle Up NH, 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

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 PTO'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



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

HOWARD C. HEDEGARD, JR.

Howard.C.Hedegard@Hitchcock.Org

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>

JAMES E. ESDON

[REDACTED]
[REDACTED] 3
[REDACTED]

Work: (603) 653-8356

James.E.Esdon@hitchcock.org

BACKGROUND SUMMARY

Skilled in implementing injury prevention programs, personnel management, budget management, volunteer recruitment and training, membership development and outdoor education. People skills include teaching, coaching, directing, listening, encouraging, and supporting. Additional skills include writing, problem solving, planning, and implementation. Knowledgeable in fundraising to include annual campaigns, special events, project sales, and product sales. Certified New Hampshire Part-Time Police Officer.

QUALIFICATIONS

Management

- Managed injury prevention programs for Injury Prevention Center at the Children's Hospital Dartmouth-Hitchcock.
- 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.
- 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 XP, Microsoft Word; E-mail; Internet searches.
- Hotel reservations software.
- Cash register operation.

EMPLOYMENT HISTORY

- Program Coordinator, Injury Prevention Center, Dartmouth-Hitchcock Medical Center 2001-Present
- Instructor for New Hampshire Traffic Safety Institute 2010-Present
- Police Officer, Charlestown, NH Police Department 2008-Present
- Keyholder/Associate with Eastern Mountain Sports, Lebanon, NH 2002-Present
- 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
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
- New Hampshire Certified Part-Time Law Enforcement Officer
- Certified Law Enforcement Firearms Instructor
- Terrorism Response Tactics: Basic Active Shooter Level I
- Civilian Response to Active Shooter Events Train The Trainer
- Certification as Instructor- National Safety and Health Council ADD-DD
- Operations Management Course
Plymouth State University

PERSONAL

- Hobbies include running, hiking, backpacking, and fishing.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Trustees of Dartmouth College

Name of Contract: Injury Prevention Services

BUDGET PERIOD: SFY 18 (7/1/17 - 3/31/18)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Debra Samaha	Injury Prevention Manager	\$60,930	50.00%	\$30,464.93
April Simonds	Administrative Support	\$29,726	25.00%	\$7,431.45
Howard Hedegard	Traffic Safety Coordinator	\$37,085	20.00%	\$7,416.99
James Esdon	Injury Prevention Coordinator	\$44,139	15.00%	\$6,620.82
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$51,934.19

Li



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



G&C APPROVED
Date: 5/27/15
Item # 28

April 9, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a contract with Trustees of Dartmouth College, Purchase Order # 1031772, Vendor # 177157-B016, 11 Rope Ferry Road, Hanover, NH 03755, by increasing the Price Limitation by \$245,000 from \$246,170 to \$491,170 to provide injury prevention services, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on July 10, 2013, Item #41. 69% Federal Funds & 31% General Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to 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 SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90019001	92,500	0.00	92,500
2015	102-500731	Contracts for Prog Svc	90019001	92,500	0.00	92,500
2016	102-500731	Contracts for Prog Svc	90019001	0.00	92,500	92,500
2017	102-500731	Contracts for Prog Svc	90019001	0.00	92,500	92,500
			Sub Total	\$185,000	\$185,000	\$370,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90004104	25,585	0.00	25,585
2015	102-500731	Contracts for Prog Svc	90004104	25,585	0.00	25,585
			Sub Total	\$51,170	\$0.00	\$51,170

05-95-90-902010-0831, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA MIEC HOME VISITING

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2016	102-500731	Contracts for Prog Svc	90083100	0.00	25,000	25,000
2017	102-500731	Contracts for Prog Svc	90083100	0.00	25,000	25,000
			Sub Total	\$0.00	\$50,000	\$50,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2015	102-500731	Contracts for Prog Svc	48108462	5,000	0.00	5,000
2016	102-500731	Contracts for Prog Svc	48108462	0.00	5,000	5,000
2017	102-500731	Contracts for Prog Svc	48108462	0.00	5,000	5,000
			Sub Total	\$10,000	\$10,000	\$20,000
			TOTAL	\$246,170	\$245,000	\$491,170

EXPLANATION

Funds in this agreement will be used to provide injury prevention programming throughout the state. Specific activities will include injury prevention training for home visitors; training for professionals and clinicians to reduce falls among the elderly; and support for New Hampshire's Injury Prevention Advisory Council.

Injuries have a significant impact on the health and well-being of New Hampshire residents. In New Hampshire during the decade spanning 2004-2013, unintentional injuries were the leading cause of death for residents 1-44 years of age. Unintentional falls are the leading cause of injury-related

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 9, 2015
Page 3

death for elderly New Hampshire citizens aged 65 years and older. For New Hampshire residents ages 15-34 in those same years, suicide was the second leading cause of death.

While death is the most tragic outcome of injuries, it is not the most common. Non-fatal injuries present a significant burden to the health care system, and in particular, to emergency department utilization. People suffer from injuries due to a wide range of reasons, or mechanisms, each with their own prevention strategies. Emergency department visits are one way to monitor and look at these types of injuries. The cost of emergency department visits in New Hampshire is significant. In 2009, non-fatal injuries cost approximately \$163 million in acute medical care in the emergency department and \$165.8 million for inpatient care. These costs do not include follow-up care in doctors' offices, rehabilitation therapies or medications after release from the hospital. Of those costs, \$81.8 million were for traumatic brain injuries alone. However, injury prevention activities are known to be cost effective in reducing morbidity and mortality.

The goals of this agreement with the Trustees of Dartmouth College are to implement evidence based prevention programs and support of statewide coalitions and task forces that address different types of injuries. This agreement has three components: statewide injury prevention, early childhood home visiting injury prevention, and professional training with the New Hampshire Falls Risk Reduction Task Force.

Should Governor and Executive Council not authorize this Request, this will directly result in a decrease in injury prevention activities in the areas of elderly falls, suicide prevention, unintentional injuries among children, and adolescent traffic safety. The rate of injury-related disability and death has declined in the past two decades, however, without continued support for prevention and education, there may be an increase in actual injury and death among New Hampshire residents, as well as additional costs to the health care system.

Trustees of Dartmouth College was selected for this project through a competitive bid process. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on July 10, 2013, Item #41, and in Exhibit C of the contract, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The Contractor has successfully performed and achieved the performance measures of the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Implement and evaluate 85% of the strategies and accompanying activities outlined in the "New Hampshire Violence and Injury Prevention Plan for Action 2015-2020".
- Facilitate 100% of the statewide coalitions in order to implement injury prevention.
- Upon completion of the Injury Prevention for Home Visitors trainings and the web-based Injury Prevention for Individuals Providing Early Childhood Services trainings, at least 95% of the participants will indicate learning something new on evaluation.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 9, 2015
Page 4

Area served: Statewide.

Source of Funds: 69% Federal Funds from the United States Department of Health and Human Services' Centers for Disease Control and Prevention, Health Resources and Services Administration, and . Title IIID, Preventive Health, and 31% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director



Diane Langley
Director



Approved by:

Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Injury Prevention Services**

This 1st Amendment to the Trustees of Dartmouth College, contract (hereinafter referred to as "Amendment One") dated this 24th day of March, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road, Hanover, NH 03755.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #41, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$491,170

3. Delete Exhibit A and replace with Exhibit A Amendment #1

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 Amendment #1 Budget SFY 2016
- Exhibit B-1 Amendment #1 Budget SFY 2017

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions

8. Delete Exhibit G and replace with Exhibit G Amendment #1



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

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

State of New Hampshire
Department of Health and Human Services

4/17/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

Trustees of Dartmouth College

4/2/15
Date

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

Acknowledgement:

State of New Hampshire County of Grafton on April 2, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Heather Arnold
Signature of Notary Public or Justice of the Peace

HEATHER A. ARNOLD
Notary Public - New Hampshire

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 10, 2016



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

OFFICE OF THE ATTORNEY GENERAL

4/28/15
Date

Michael A. Caputo
Name: *Michael A. Caputo*
Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment #1

SCOPE OF SERVICES

1. General Provisions

1.1. Required Services

The Contractor shall:

- 1.1.1. Provide injury prevention services throughout New Hampshire to include injury prevention training for home visitors; training for professionals and clinicians to reduce falls among the elderly; and support for New Hampshire's Injury Prevention Advisory Council.
- 1.1.2. Carry out the work as described and submitted with the application for funding and as approved by the Maternal and Child Health Section. Either party may amend the performance work plan upon 30 days advance written notice to the other party with the other party's approval.
- 1.1.3. Implement and evaluate at least 85% of the data driven, evidence based and/or informed strategies and accompanying activities outlined in the "The New Hampshire Violence and Injury Prevention Plan for Action 2015-2020". This plan is a subset of the overall "NH Strategic Injury Prevention Plan" and contains activities related to older adult falls, adolescents and motor vehicle crashes and unintentional poisonings.
- 1.1.4. Facilitate and /or participate in 100% of the following statewide coalitions in order to implement injury prevention programming:
 - 1.1.4.1. Injury Prevention Advisory Council (IPAC) with its accompanying Policy Subcommittee. The IPAC meets quarterly; the Policy Subcommittee meets as needed.
 - 1.1.4.2. 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.
 - 1.1.4.3. The Teen Driving Committee and the New Hampshire Falls Risk Reduction Task Force, both of which meet monthly.
- 1.1.5. Provide injury prevention trainings listed below, and ensure that 95% of those who participate indicate learning something new on evaluation:
 - 1.1.5.1. Injury prevention curriculum specific to home visitors, which includes an evaluation component, materials and a distribution plan.
 - 1.1.5.2. Develop and make available a web-based injury prevention curriculum for individuals providing early childhood services including but not limited to home visiting, child care, Head Start and early supports and services.
- 1.1.6. Plan, promote, and provide logistical support and evaluation for evidence based falls training on an annual basis.



Exhibit A – Amendment #1

1.1.7. Send staff to meetings and/or training identified by the DHHS/DPHS.

1.2. Quality or Performance Improvement (QI/PI)

The Contractor shall:

- 1.2.1. Maintain data and reporting requirement.
- 1.2.2. Submit data reports and narratives as requested by the DHHS/DPHS 45 days prior to the submission of federal grant applications and reports. These reports are due mid-October (grant application) and early January (annual report) of every year. The DHHS/DPHS will notify the contractor at least 30 days in advance of any changes in the submission schedule.
- 1.2.3. The Contractor will submit quarterly, written narrative reports to update on services provided, which shall include updates on services provided, changes in trends, and any delays in service implementation.
- 1.2.4. In years when contracts or amendments are not required, the DHHS Budget Form, Budget Justification/Narrative, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions, and submitted by April 30th annually.
- 1.2.5. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 1.2.6. Adhere to On-site Reviews
- 1.2.7. Allow a team or person authorized by the DHHS/DPHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
- 1.2.8. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

1.3. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall:

- 1.3.1. Ensure equal access to quality health services and provide culturally and linguistically appropriate services according to the following guidelines
- 1.3.2. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.3.3. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.



Exhibit A – Amendment #1

- 1.3.4. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.3.5. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.3.6. Maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

1.4. State and Federal Laws

- 1.4.1. The Contractor shall be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 1.4.2. Ensure that all persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.

1.5. Relevant Policies and Guidelines

The Contractor shall:

- 1.5.1. Adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center.
- 1.5.2. Promulgate appropriate policies and guidelines to ensure the consistency and adequacy of work performed by subcontracted agencies and shall, through regular meetings and through quality reviews, monitor and provide support to the work of these agencies.

1.6. Publications Funded Under Contract

- 1.6.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.



Exhibit A – Amendment #1

- 1.6.2. All documents (written, video, audio, electronic) produced, reproduced, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.6.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).

1.7. Subcontractors

- 1.7.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section must be notified in writing and approve the sub contractual agreement, prior to initiation of the subcontract.
- 1.7.2. In addition, the original DPHS Contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

2. Staffing Provisions

- 2.1.1. New Hires
- 2.1.2. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
- 2.1.3. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.
- 2.1.4. Vacancies
- 2.1.5. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision
- 2.1.6. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

3. Performance Measures

- 3.1. The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 3.1.1. Implement and evaluate 85% of the strategies and accompanying activities outlined in the "New Hampshire Violence and Injury Prevention Plan for Action 2015-2020". This is a subset of the "Statewide Strategic Injury Prevention Plan".



Exhibit A – Amendment #1

- 3.1.2. Facilitate 100% of the statewide coalitions in order to implement injury prevention.
 - 3.1.3. Upon completion of the Injury Prevention for Home Visitors trainings and the web-based Injury Prevention for Individuals Providing Early Childhood Services trainings, at least 95% of the participants will indicate learning something new on evaluation.
- 3.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources are available as follows and shall not exceed:

- a. \$ 185,000 = 59% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN) B01OT009037, and 41% general funds. Account # 05-95-90-902010-5190-102-500731, \$92,500 in SFY 2016, and \$92,500 in SFY 2017.
- b. \$ 50,000 = 100% federal funds from the US Department of Health and Human Services, Health Resources and Services Administration, CFDA #93.505, Federal Award Identification Number (FAIN) D89MC26361, Account # 05-95-90-902010-0831-102-500731, \$25,000 in SFY 2016, and \$25,000 in SFY 2017.
- c. \$ 10,000 = 100% federal funds from the US Department of Health and Human Services, Title IIID, Preventive Health, CFDA #93.043, Federal Award Identification Number (FAIN) 15AANHT3PH, Account # 05-95-48-481010-8917-102-500731, \$5,000 in SFY 2016, and \$5,000 in SFY 2017.

\$245,000 Total

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

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

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

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



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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cb

4/2/15



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

G&C APPROVED
Date: 7/10/13
Item # 41

June 17, 2013

7/10/13
#41

Handwritten notes: 69.199 Federal, 30.819 General

41

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into an agreement with Trustees of Dartmouth College (Vendor #177157-B016), 11 Rope Ferry Road, Hanover, New Hampshire 03755, in an amount not to exceed \$246,170.00, to provide injury prevention services, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows for SFY 2014, SFY 2015, and Sub-Total.

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows for SFY 2014, SFY 2015, and Sub-Total.

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows for SFY 2014, SFY 2015, Sub-Total, and Total.

EXPLANATION

Funds in this agreement will be used to provide injury prevention programming throughout the state. Specific activities will include injury prevention training for home visitors; training for professionals and clinicians to reduce falls among the elderly; and support for New Hampshire's Injury Prevention Advisory Council.

Injuries have a significant impact on the health and wellbeing of New Hampshire residents. In New Hampshire from the years 1999-2010, unintentional injuries were the leading cause of death for residents 1-34 years of age. For New Hampshire residents ages 15-34 in those same years, suicide was the second leading cause of death. Unintentional falls are the leading cause of injury-related death for elderly New Hampshire citizens aged 65 years and older.

While death is the most tragic outcome of injuries, it is not the most common. Non-fatal injuries present a significant burden to the health care system, and in particular, to emergency department utilization. The cost of emergency department visits in New Hampshire is significant. People suffer from injuries due to a wide range of reasons, or mechanisms, each with their own prevention strategies. Emergency department visits are one way to monitor and look at these types of injuries. The cost of emergency department visits in New Hampshire is vast. In 2007, non-fatal injuries cost approximately \$134 million in acute medical care in the emergency department and \$165 million for inpatient care. These costs do not include follow-up care in doctors' offices, rehabilitation therapies or medications after release from the hospital. Of those costs, \$40 million were for traumatic brain injuries alone. However, injury prevention activities are known to be cost effective in reducing morbidity and mortality.

Injury prevention activities are known to be cost effective in reducing morbidity and mortality. The goals of the current funding are to implement evidence based prevention programs through facilitation and participation in a number of statewide coalitions and task forces that address different types of injuries. This agreement has three components: statewide injury prevention, early childhood home visiting injury prevention, and professional training with the New Hampshire Falls Risk Reduction Task Force.

Should Governor and Executive Council not authorize this Request, this will directly result in a decrease in injury prevention activities in the areas of elderly falls, suicide prevention, unintentional injuries among children, and adolescent traffic safety. The rate of injury-related disability and death has declined in the past two decades, however, without continued support for prevention and education, there may be an increase in actual injury and death among New Hampshire residents, as well as additional costs to the health care system.

Trustees of Dartmouth College was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from March 18, 2013 through April 17, 2013. In addition, an email was sent out to the Injury Prevention Advisory Committee on March 18, 2013.

One agency responded to the Request for Proposals. This proposal was reviewed and scored by three professionals who work inside the Department of Health and Human Services. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, injury prevention, and home visiting and falls in older adults. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

- Eighty-five percent of the strategies and accompanying activities outlined in the "New Hampshire Violence and Injury Prevention Plan for Action 2013-2016" will be implemented and evaluated.
- Facilitation of 100% of the noted statewide coalitions in order to implement injury prevention.
- Ninety-percent of the participants in the Home Visiting Injury Prevention "Train the Trainer Program" will feel " knowledgeable" or "highly knowledgeable " in the topic subject areas upon completion of the training.

Area served: Statewide.

Source of Funds: 69.19% Federal Funds from Center for Disease Control, Preventative Health and Human Services Block Grant and the Department of Health and Human Services, Title IIID Prevention Health and 30.81% General Funds.

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

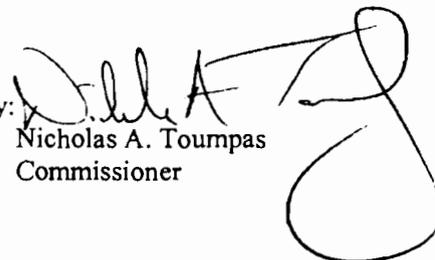
Respectfully submitted,


José Thier Montero, MD
Director



Nancy Rollins, MSW
Associate Commissioner
Director
Division of Community Based Care Services

Approved by:


Nicholas A. Toumpas
Commissioner

Program Name Injury Prevention
 Contract Purpose Provide injury prevention services statewide
 RFP Score Summary

RFA/RFP CRITERIA	Trustees of Dartmouth College, Injury Prevention Center, 11 Rope Ferry Road, Hanover, NH 03755	Max Pts				
Agy Capacity		30	29	0	0	0
Program Structure		50	48	0	0	0
Budget & Justification		15	15	0	0	0
Format		5	4	0	0	0
Total		100	96	0	0	0

BUDGET REQUEST						
Year 01		\$123,085	\$0	\$0	\$0	\$0
Year 02		\$123,085	\$0	\$0	\$0	\$0
Year 03		\$0	\$0	\$0	\$0	\$0
TOTAL BUDGET REQUEST		\$246,170	\$0	\$0	\$0	\$0
BUDGET AWARDED						
Year 01		\$123,085	\$0	\$0	\$0	\$0
Year 02		\$123,085	\$0	\$0	\$0	\$0
Year 03		\$0	\$0	\$0	\$0	\$0
TOTAL BUDGET AWARDED		\$246,170	\$0	\$0	\$0	\$0

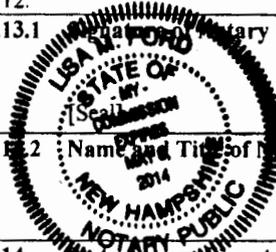
RFP Reviewers			Qualifications
Name	Title	Dept./Agency	
Cathy Creapaux	Program Manager	Bureau of Elderly and Adult Services, DHHS	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, injury prevention, home visiting and falls in the older adult. Each reviewer was selected for the specific skill set they possess and their experience.
JoAnne Miles	Injury Surveillance Coordinator	DPHS, Maternal & Child Health	
Rhonda Siegel	Injury Prevention Program Manager	DPHS, Maternal & Child Health	

Subject: Injury Prevention

AGREEMENT

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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Trustees of Dartmouth College		1.4 Contractor Address Injury Prevention Program 11 Rope Ferry Road Hanover, New Hampshire 03755	
1.5 Contractor Phone Number 603-646-3007	1.6 Account Number 05-95-90-902010-5190-102-500731, 05-95-90-902010-5896-102-500731, 05-95-48-481010-8917-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$246,170
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN <i>de psc</i> Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Heather A. Arnold</i>		1.12 Name and Title of Contractor Signatory Heather A. Arnold, M.Ed. Assistant Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/22/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Notary Public or Justice of the Peace  <i>Lisa M. Ford</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>LISA M. Ford, Notary Public</i>			
1.14 State Agency Signature <i>Bruce Dupre</i>		1.15 Name and Title of State Agency Signatory <i>Bruce Dupre</i> Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Henick, Attorney</i> On: <i>18 Jun. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: HA
Date: 5/22/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: HR
Date: 5/22/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Injury Prevention

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Trustees of Dartmouth College

ADDRESS: Injury Prevention Center

11 Rope Ferry Road, Hanover, New Hampshire 03755

Program Director: Debra Samaha

TELEPHONE: 603-646-3007

The Contractor shall provide injury prevention statewide services as specific below:

I. General Provisions

A) State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

B) Relevant Policies and Guidelines

The contractor shall promulgate appropriate policies and guidelines to ensure the consistency and adequacy of work performed by subcontracted agencies and shall, through regular meetings and through quality reviews, monitor and provide support to the work of these agencies.

C) Publications Funded Under Contract (Standard Language)

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from BCHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

II. Minimal Standards of Core Services

A) Service Requirements

The contractor shall carry out the work as described and submitted with the application for funding and as approved by the Maternal and Child Health Section. Either party may amend the performance work plan upon 30 days advance written notice to the other party with the other party's approval.

The following performance measures and accompanying deliverables will be used to measure the effectiveness of this agreement:

1. Implementation and evaluation of at least 85% of the data driven, evidence based and/or informed strategies and accompanying activities outlined in the "The New Hampshire Violence and Injury Prevention Plan For Action 2013-2016". This plan is a subset of the overall "NH Strategic Injury Prevention Plan" and contains activities related to older adult falls, adolescents and motor vehicle crashes and unintentional poisonings.
 - Completion of "NH Strategic Injury Prevention Plan 2013-2017". This plan will include all areas of injury, updated data, and recommendations to follow proven injury prevention practices.
2. Facilitation and/or participation of 100% of the following statewide coalitions in order to implement injury prevention programming:
 - Injury Prevention Advisory Council (IPAC) with its accompanying Policy Subcommittee. The IPAC meets quarterly; the Policy Subcommittee meets as needed.
 - 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.
 - The Teen Driving Committee and the New Hampshire Falls Risk Reduction Task Force, both of which meet monthly.
3. Ninety-percent of the participants in the Home Visiting Injury Prevention Train the Trainer Program will feel comfortable in the topic subject areas post-test.
 - Implementation of injury prevention curriculum specific to home visitors, which includes an evaluation component and a distribution plan.
4. Plan, promote, and provide logistical support and evaluation for evidence based falls training on an annual basis.

B) Coordination of Services

1. The contractor shall coordinate, where possible, with other service providers within the state. At a minimum, such collaboration shall include interagency referrals, contractor participation in interagency groups concerned with sexual violence and joint activities with other agencies as appropriate.

2. As appropriate, the Contractor should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.
3. The Contractor agrees to cooperate and coordinate public health activities as requested by the Division of Public Health during any local situation or condition, natural or man-made, declared by the DHHS to be a public health emergency.

C) Meetings and Trainings

The contractor will be responsible to send staff to meetings and trainings as required by the program.

III. Quality or Performance Improvement (QI/PI)

A) Data and reporting requirements

The Contractor shall submit to MCHS the following data used to monitor program performance:

1. Submit data and narrative as requested by the MCHS at least 45 days prior to the submission of federal grant applications and reports. These reports have been due mid-October (grant application) and early January (annual report) of every year. The MCHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

B) On-site reviews

1. The contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
2. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Injury Prevention

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Trustees of Dartmouth College

ADDRESS: Injury Prevention Center
11 Rope Ferry Road, Hanover, New Hampshire 03755

Program Director: Debra Samaha

TELEPHONE: 603-646-3007

Vendor #177157-B016	Job #90019001	Appropriation #05-95-90-902010-5190-102-500731
	#90004104	#05-95-90-902010-5896-102-500731
	#48108462	#05-95-48-481010-8917-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$185,000 for injury prevention, funded from 59% federal funds from the Center for Disease Control, Preventative Health and Human Services Block Grant (CFDA #93.991) and 41% general funds.

\$51,170 for injury prevention, funded from 100% federal funds from the United States Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau (CDFA #93.505).

\$10,000 for injury prevention, funded from 100% federal funds from the Department of Health and Human Services, Title IIID Preventive Health (CFDA #93.043).

TOTAL: \$246,170

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20)

working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

Contractor Initials: HA

Date: 5/22/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Trustees of Dartmouth College From: 7/1/13 or date of G&C Approval, whichever is later To: 6/30/15

Contractor Name HEATHER A. ARNOLD, M.ED, ASSISTANT DIRECTOR **Period Covered by this Certification**

Name and Title of Authorized Contractor Representative

Heather A. Arnold 5/22/13
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 7/1/13 or date of G&C Approval, whichever is later, through 6/30/15

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Heather A. Arnold
Contractor Signature

ASSISTANT DIRECTOR
Contractor's Representative Title

Trustees of Dartmouth College
Contractor Name

5/22/13
Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

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

Lower Tier Covered Transactions

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

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

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

<p><u>Heather A. Arnold</u> Contractor Signature</p>	<p>ASSISTANT DIRECTOR Contractor's Representative Title</p>
<p>Trustees of Dartmouth College Contractor Name</p>	<p><u>5/22/13</u> Date</p>

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Heathy A. Arnold

Contractor Signature

ASSISTANT DIRECTOR

Contractor's Representative Title

Trustees of Dartmouth College

Contractor Name

5/22/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Heather A. Arnold

Contractor Signature

ASSISTANT DIRECTOR

Contractor's Representative Title

Trustees of Dartmouth College

Contractor Name

5/20/13

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

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

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

TRUSTEES OF DARTMOUTH COLLEGE
Name of Contractor

Bruce J. Dupre
Signature of Authorized Representative

Heather A. Arnold
Signature of Authorized Representative

Bruce J. Dupre
LISA L. DUJNO, MSN, APRN
Name of Authorized Representative

HEATHER A. ARNOLD, M.ED.
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

ASSISTANT DIRECTOR
Title of Authorized Representative

4/21/13
Date

5/22/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Heather A. Arnold
(Contractor Representative Signature)

HEATHER A. ARNOLD, ASSISTANT DIRECTOR
(Authorized Contractor Representative Name & Title)

Trustees of Dartmouth College
(Contractor Name)

5/22/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 04102-7822

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, sub-grants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount: