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Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
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: 1-800-735-29644



February 6, 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 amend an existing **sole source** contract with Trustees of Dartmouth College, Purchase Order # 1032588 Vendor # 177157-B013, 11 Rope Ferry Road, #6210, Hanover, NH 03755-1404, by increasing the Price Limitation by \$20,000 from \$830,619 to an amount not to exceed \$850,619 to secure senior-level infectious disease expertise to strengthen public health emergency preparedness and response capacity for Zika virus; and strengthen antimicrobial resistance prevention, response, and stewardship infrastructure and capacity, to be effective upon date of Governor and Council approval through June 30, 2017. This agreement was originally approved by Governor and Council on September 4, 2013, Item #56, and subsequently amended on August 26, 2015, Item #15. 100% Federal Funds.

Funds are available in the following accounts for SFY 2017 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.

See attachment for financial details

EXPLANATION

This request is **sole source** as the Trustees of Dartmouth College were originally awarded the contract as a sole source contract because they are the sole academic, medical center in New Hampshire with a team of infectious disease specialists that can fulfill the scope of services and provide the necessary expertise (academic affiliation, infectious disease expertise, infectious disease pharmacists on staff) within New Hampshire.

The purpose of this amendment is to enhance Zika Virus services and add antimicrobial resistance deliverables. This contract provides for 24/7 critical expert infectious disease consultation services to the Division of Public Health Services, Bureau of Infectious Disease Control. The amendment will enhance Zika virus services and support the addition of antimicrobial resistance activities within the scope of services.

Antimicrobial resistance contributes to over 2 million serious infections and at least 23,000 deaths annually, burdening the U.S. healthcare system with added costs and poor clinical outcomes. As such, antimicrobial resistance is one of the greatest threats facing population health and has been identified as a priority call-for-action by the Centers for Disease Control and Prevention. The identification of a senior-level expert to advise the program is a requirement of Centers for Disease Control and Prevention funding awarded to New Hampshire to help combat this important health problem.

Together these funds will be used to secure senior-level infectious disease expertise to strengthen public health emergency preparedness and response capacity for Zika virus; and strengthen antimicrobial resistance prevention, response, and stewardship infrastructure and capacity. The contractor will work with the Department to 1) assist with the writing, implementation and exercising of the NH Zika Virus Response Plan, and antimicrobial resistance plans and guidance documents, 2) provide technical assistance and consultation to the Bureau of Infectious Disease Control staff on Zika virus clinical matters and antimicrobial resistance surveillance, response, and stewardship, and 3) will respond to requests from healthcare providers, the general public and others as appropriate to inform, investigate and recommend strategies to control the spread of infectious diseases in New Hampshire.

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.

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

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

- Participate in 75% of HAI AR (healthcare-associated infections antimicrobial resistance) advisory workgroup meetings.
- Participate and provide subject matter consulting in 100% of antimicrobial resistance outbreak and cluster investigations.
- Respond to 100% of high priority requests by media, healthcare providers, healthcare facilities, or the general public within a 24 hour time period.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, New Hampshire Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), Building Epidemiology, Laboratory, and Health Information Systems Capacity. .

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3

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

Approved by:



Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

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

85.38% Federal Funds and 14.62% General Funds

Trustees of Dartmouth College

Vendor # 177157 - B013

PO # 1032588

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077700	91,377.00	-	91,377.00
SFY 2015	102-500731	Contracts for Prog Svc	90077700	109,652.50	-	109,652.50
SFY 2016	102-500731	Contracts for Prog Svc	90077700	109,653.50	-	109,653.50
SFY 2017	102-500731	Contracts for Prog Svc	90077700	109,653.00	-	109,653.00
		Sub Total		420,336.00	-	420,336.00

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

85.38% Federal Funds and 14.62% General Funds

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	91,377.00	-	91,377.00
SFY 2015	102-500731	Contracts for Prog Svc	90077021	109,652.50	-	109,652.50
SFY 2016	102-500731	Contracts for Prog Svc	90077410	18,275.50	-	18,275.50
		Sub Total		219,305.00	-	219,305.00

**05-95-90-902510-7545, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY
PREPAREDNESS**

100% Federal Funds

Trustees of Dartmouth College

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500731	Contracts for Prog Svc	90077410	86,808.00	-	86,808.00
SFY 2017	102-500731	Contracts for Prog Svc	90077410	104,170.00	(40,000.00)	64,170.00
		Sub Total		190,978.00	(40,000.00)	150,978.00

**05-95-90-902510-5022, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ZIKA
PREPAREDNESS**

100% Federal Funds

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90005022		40,000.00	40,000.00
		Sub Total			40,000.00	40,000.00

**05-95-90-903010-1835, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY, NH EPIDEMIOLOGY AND
LABORATORY CAPACITY FOR INFECTIOUS DISEASES**

100% Federal Funds

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90183524		20,000.00	20,000.00
		Sub Total			20,000.00	20,000.00
		Total		830,619.00	20,000.00	850,619.00



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Infectious Disease Medical Epidemiologist Support Contract**

This 2nd Amendment to the Infectious Disease Medical Epidemiologist Support contract (hereinafter referred to as "Amendment Two") dated this 3rd day of February, 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, #6210, Hanover, NH 03755-1404.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 4, 2013, Item #56, and amended on August 26, 2015, Item #15, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, of Form P-37, 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 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 1.6, to add Accounting Units 05-95-90-902510-5022-102-500731, 05-95-90-903010-1835-102-500731, and 05-95-90-902510-7545-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2017.
3. Amend Form P-37, Block 1.8, to increase by \$20,000 from \$830,619 to read \$850,619.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10 to read 603-271-9246.
6. Amend Exhibit A Amendment #1 to add Exhibit A-1, Additional Provisions.
7. Amend Budget to:
 - Amend Exhibit B-1 Amendment #1 Budget SFY 2017 to add Exhibit B-2 Budget SFY 2017.

JMM
2/8/17



New Hampshire Department of Health and Human Services
Infectious Disease Medical Epidemiologist Support Contract

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,

2/14/17
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Name: Lisa Morris, MSSW
Title: Director

2/15/17
Date

Trustees of Dartmouth College

[Signature]
Name:
Title:

Acknowledgement:

State of New Hampshire county of Grafton on 2/8/17, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Heather A. Arnold
Signature of Notary Public or Justice of the Peace

HEATHER A. ARNOLD, Notary Public
My Commission Expires August 24, 2021

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

3/7/17
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: JMM
Date: 2/8/17



Exhibit A - 1

SCOPE OF SERVICES

1. Provisions Applicable to All Services

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

2. Required Services

The Contractor shall:

- 2.1. The Contractor shall act as the Infectious Disease Medical Epidemiologist Advisor (ID-MEA), and shall assist the State of New Hampshire through its Department of Health and Human Services (DHHS) and statewide healthcare system partners in:
 - 2.1.1. Strengthening public health emergency preparedness and response capacity for Zika virus, and
 - 2.1.2. Strengthening antimicrobial resistance (AR) prevention, response, and stewardship infrastructure and capacity.
- 2.2. The ID-MEA shall serve as an infectious disease medical epidemiologist and subject matter expert to support the DHHS Bureau of Infectious Disease Control (BIDC). This role may be shared, particularly in regards to AR subject matter expertise, and services supported among qualified individuals at the Trustees of Dartmouth College:
- 2.3. The ID-MEA shall provide technical assistance and consultation to BIDC staff at mutually agreed upon times on Zika virus clinical consultation and antimicrobial resistance (AR) surveillance, response, and stewardship.
- 2.4. The ID-MEA shall respond to requests from the media, healthcare providers, the general public and others as appropriate to inform, investigate and recommend the strategies for antimicrobial resistance.
- 2.5. The ID-MEA shall assist with the writing, implementation, and exercising of the NH Zika Virus Response Plan, and AR plans and guidance documents.

JM
2/8/17



Exhibit A - 1

- 2.6. The ID-MEA shall serve as AR subject matter expert and consultant to foster regional and facility antimicrobial stewardship efforts by serving as subject matter expert(s). To accomplish this, the ID-MEA shall:
- 2.6.1. Serve as a member of the healthcare-associated infections (HAI) technical advisory workgroup and co-chair the AR advisory workgroup (ARAW).
 - 2.6.2. Present on AR surveillance and stewardship to healthcare facilities and healthcare providers at least three times.
 - 2.6.3. Distribute and share AR and stewardship resources to the HAI Program, healthcare facilities, and providers.
 - 2.6.4. At discretion of BIDC Chief, attend infectious disease AR conferences to provide most up to date science to HAI Program staff on AR.
 - 2.6.5. Develop and review of antibiogram and other statewide AR reports, AR outbreak and cluster investigations, Carbapenem-resistant enterobacteriaceae (CRE) surveillance, AR, Clostridium difficile, and antimicrobial use reporting through the National Healthcare Safety Network (NHSN).

3. Reporting Requirements

- 3.1. The ID-MEA shall submit to the DHHS/DPHS, the following data to monitor program performance:
- 3.1.1. Quarterly reports on program activities and plans for the upcoming quarter due 30 days following the end of each calendar quarter and include the following:
 - a. Narrative of Zika Virus and AR work in process during the past quarter;
 - b. Narrative of work in process and plans for the upcoming quarter, including challenges and/or barriers to completing requirements as described in this Exhibit A-1;
 - c. Documented achievements and work linked to Zika Virus and AR activities in grant funding period as appropriate.
 - 3.1.2. Final cumulative report on program activities and accomplishments, in a format developed and approved by DHHS/DPHS. Report will be due 45 days following the end of contract term.

4. Performance Measures

- 4.1. Participate in 75% of HAI AR advisory workgroup meetings.
- 4.2. Participate and provide subject matter consulting in 100% of AR outbreak and cluster investigations.
- 4.3. Respond to 100% of high priority requests by media, healthcare providers, healthcare facilities, or the general public within a 24 hour time period.

JMM
2/8/17



Exhibit B - Amendment #2

Method and Conditions Precedent to Payment

1) Funding Sources:

Federal Funds from the U.S. Centers for Disease Control and Prevention, Public Health Preparedness and Response Cooperative Agreement for All-Hazards Public Health Emergencies: Zika 2016, CFDA #93.069, Federal Award Identification Number (FAIN), U90TP921870;

Federal Funds from the U.S. Centers for Disease Control and Prevention, New Hampshire Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), Building Epidemiology, Laboratory, and Health Information Systems Capacity, CFDA #93.323, Federal Award Identification Number (FAIN), U50CK000427;

Federal Funds from the U.S. Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535.

100% Federal Funds

2) 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-1, Scope of Services.

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

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date.

b. The invoice must be submitted to:

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

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

JMK
2/8/17



Exhibit B - Amendment #2

- 4) Payment shall be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 7) Notwithstanding paragraph 18 of the General Provisions P-37, 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.

JMM
2/8/17

Exhibit B-2 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: TRUSTEES OF DARTMOUTH COLLEGE

Infectious Disease Medical Epidemiologist

Budget Request for: Support

(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,306.82	\$ 1,630.68	\$ 17,937.50	
2. Employee Benefits	\$ 1,875.00	\$ 187.50	\$ 2,062.50	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 18,181.82	\$ 1,818.18	\$ 20,000.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Page 1 of 1

Contractor Initials:

Date:

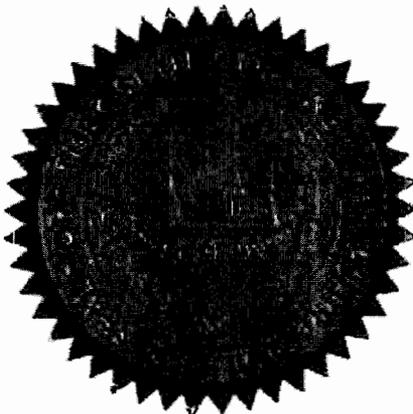
JMM

2/8/17

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 our records show that a special corporate charter was granted to the TRUSTEES OF DARTMOUTH COLLEGE by the British Crown on December 13, 1769. I further certify that no fees are required to be paid to this office by this corporation.



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April, A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

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.

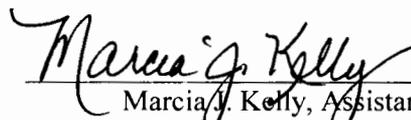
I further certify that attached hereto is a true and correct copy of the Introduction and the Sponsored Activities Administration and Intellectual Property Transactions section (Appendix G) of the said Signature and Requisition Authority Policy.

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

08 day of February, 202017



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

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

J09254-DART-GAWUP-16-17

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	N/A

INSURED
TRUSTEES OF DARTMOUTH COLLEGE
ATTN: CATHERINE LARK
53 S. MAIN STREET, SUITE 212
HANOVER, NH 03755

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 GEN'L 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9267272-06 '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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N N / A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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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 INSURED TRUSTEES OF DARTMOUTH COLLEGE ATTN: CATHERINE LARK 53 S. MAIN STREET, SUITE 212 HANOVER, NH 03755	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : N/A NAIC # INSURER B : N/A NAIC # INSURER C : N/A NAIC # INSURER D : Midwest Employers Casualty Company 23612 INSURER E : American Casualty Company Of Reading, Pa 20427 INSURER F : Transportation Insurance Co 20494
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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 INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE	OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER						
POLICY	PRO-JECT	LOC				\$
OTHER \$						
AUTOMOBILE LIABILITY						
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB						
	EXCESS LIAB	OCCUR				EACH OCCURRENCE \$
		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	EWC008364 (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

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee



Dartmouth College

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

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

Dartmouth College Mission

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

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

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

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

DARTMOUTH COLLEGE

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	\$ 7,267,425	\$ 7,279,594
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	2,240,465	1,951,133
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	5,026,960	5,328,461
Total liabilities and net assets	\$ 7,267,425	\$ 7,279,594

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	2016	2015
Salaries and wages	\$ 244,537	\$ 60,849	\$ 28,981	\$ 19,140	\$ 22,494	\$ 14,961	\$ 390,962	\$ 382,443
Employee benefits	105,535	15,236	11,461	7,569	8,895	5,917	154,613	135,622
Fellowships and student support	11,709	3,659	-	-	-	553	15,921	15,852
Materials, equipment, and supplies	38,098	9,896	8,247	2,271	2,214	17,292	78,018	74,892
Purchased services	39,656	39,379	5,853	2,546	4,509	10,455	102,398	116,358
Utilities, taxes, and occupancy	-	-	-	37,227	-	8,345	45,572	48,091
Depreciation and amortization	47,214	-	4,247	5,037	292	9,792	66,582	60,546
Lodging, travel, and similar costs	23,028	3,567	997	90	1,882	175	29,739	27,674
Interest	-	-	-	25,704	-	1,414	27,118	24,512
Other expenses	4,707	430	1,301	242	453	55	7,188	5,438
	514,484	133,016	61,087	99,826	40,739	68,959	918,111	891,428
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.

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

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):

	2016	2015
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
Less: allowance for uncollectible accounts	(3,600)	(3,287)
Receivables, net	\$ 121,459	\$ 123,410
Prepaid costs, inventories, and other assets	22,517	19,929
Total receivables and other assets, net	\$ 143,976	\$ 143,339

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):

	2016	2015
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	15,781	20,380
Total gifts and pledge payments	\$ 224,636	\$ 217,047

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):

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

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	\$ 1,379,768	\$ 222,538	\$ 201,309	\$ 1,803,615

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	\$ 1,431,428	\$ 204,985	\$ 201,358	\$ 1,837,771

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	\$ 79	\$ 523	\$ 199,253	\$ 1,454	\$ 201,309

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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):

<u>Valuation Technique</u>	<u>Fair Value¹</u>	<u>Unobservable Inputs</u>	<u>Input Value(s)</u>
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	<u>651</u>	Not applicable	Not applicable
Total	<u>\$ 199,253</u>		

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

June 30, 2015 (in thousands):

<u>Valuation Technique</u>	<u>Fair Value¹</u>	<u>Unobservable Inputs</u>	<u>Input Value(s)</u>
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	<u>626</u>	State/Local equalization ratios	.900 - .983
Total	<u>\$ 199,028</u>	Not applicable	Not applicable

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

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

	<u>Fair Value</u>	<u>Redemption Terms</u>	<u>Days Notice</u>	<u>Remaining Unfunded Commitment</u>	<u>Remaining Life</u>
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	<u>243,720</u>	Quarterly, Illiquid	30, Not applicable	<u>219,068</u>	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):

	<u>Fair Value</u>	<u>Redemption Terms</u>	<u>Days Notice</u>	<u>Remaining Unfunded Commitment</u>	<u>Remaining Life</u>
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	<u>188,897</u>	Illiquid	Not applicable	<u>196,910</u>	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>

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

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

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):

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
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>

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
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):

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
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):

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
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):

	Fiscal Year <u>Maturity</u>	2016 <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):

	2016	2015
<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	\$ 51,538	\$ 51,032

Consolidated Statement of Financial Position:

Interest paid on debt used to finance facilities projects capitalized in connection with various construction projects	\$ 460	\$ 1,214
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Scheduled principal payments due for each of the next five years ending June 30 and thereafter are as follows, excluding maturity of commercial paper and unamortized discounts and premiums are (in thousands):

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

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

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

Expiration Date	Notional Amount (in thousands)	Fixed Interest Rate %	% of LIBOR BBA
06/01/2032	\$ 100,000	3.75	67
06/01/2041	\$ 100,000	3.73	70
06/01/2027	\$ 31,910	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.

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

Increase (decrease) in total of service and interest cost components	\$ 4,854	\$ (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			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
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.

Board of Trustees

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



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



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

July 14, 2015

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

G&C Approved

Date 8/26/15
Item # 15

REQUESTED ACTION

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

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

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

Table with 7 columns: Fiscal Year, Class / Account, Class Title, Job Number, Current Modified Budget, Increased (Decreased) Amount, Revised Modified Budget. Rows include SFY 14-17 and a Sub Total row.

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

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

EXPLANATION

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

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

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

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

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

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

Area served: Statewide.

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

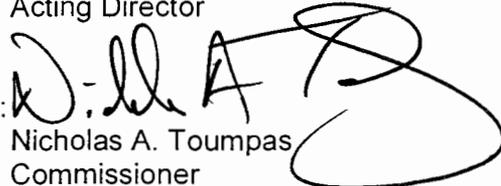
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

This 1st Amendment to the Infectious Disease Medical Epidemiologist Support contract (hereinafter referred to as "Amendment One") dated this 2nd day of July, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road, #6210, Hanover, NH 03755-1404.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 4, 2013, Item #56, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

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

New Hampshire Department of Health and Human Services



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

State of New Hampshire
Department of Health and Human Services

7/17/15
Date

[Signature]
Brook Dupee
Bureau Chief

Trustees of Dartmouth College

7/13/15
Date

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

Acknowledgement:

State of New Hampshire County of Grafton on July 13, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 10, 2016

Contractor Initials: CB
Date: 7/13/15

New Hampshire Department of Health and Human Services



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

9/3/15
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: GB
Date: 7/13/15



Exhibit A Amendment #1

SCOPE OF SERVICES

1. Provisions Applicable to All Services

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

2. Required Services

The Contractor shall:

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

CB
7/13/15



Exhibit A Amendment #1

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

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



Exhibit A Amendment #1

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

3. Reporting Requirements

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

4. Performance Measures

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



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1) Funding Sources:

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

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

\$392,009 = Total

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

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

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date.

b. The invoice must be submitted to:

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

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

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

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

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials CB



Exhibit B Amendment #1

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

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

Exhibit B-1 Amendment #1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: TRUSTEES OF DARTMOUTH COLLEGE

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

Budget Period: SFY 2017

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

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: CB

Date: 7/13/15



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

3. Extension:

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



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

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

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

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

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials CB

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

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



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Trustees of Dartmouth College

7/13/15
Date

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

Exhibit G- Amendment #1

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

Contractor Initials CB

Date 7/13/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



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- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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7/13/15



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

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

CB

7/13/15



Exhibit I Amendment #1

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

[Signature]
Signature of Authorized Representative

Brook Dupee

Name of Authorized Representative

Bureau Chief

Title of Authorized Representative

7/17/15

Date

Trustees of Dartmouth College

Name of the Contractor

[Signature]
Signature of Authorized Representative

Christine Bothe

Associate Director

Name of Authorized Representative
Office of Sponsored Projects

Title of Authorized Representative

7/13/15

Date

56-11



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

G&C APPROVED
Date: 9/4/13
Item # 56

August 9, 2013

Sole Source

RetroActive

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

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

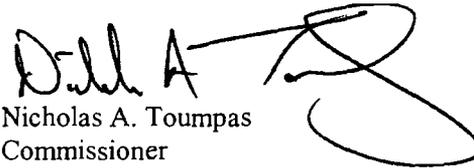
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

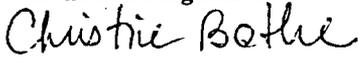
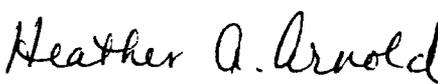
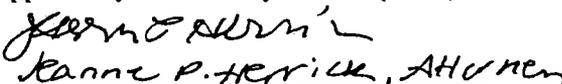
Subject: Infectious Disease Medical Epidemiologist Support

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Trustees of Dartmouth College		1.4 Contractor Address 11 Rope Ferry Road, #6210 Hanover, NH 03755-1404	
1.5 Contractor Phone Number 603-646-3007	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-90-902510-2239-500731	1.7 Completion Date August 30, 2015	1.8 Price Limitation \$438,610.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christie Bothe Associate Director Office of Sponsored Projects	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>8/8/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace HEATHER A. ARNOLD Notary Public - New Hampshire My Commission Expires August 10, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/24/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Infectious Disease Medical Epidemiology Support

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

CONTRACTOR NAME: Trustees of Dartmouth College

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

Grants Officer: Renee Y. Brown

TELEPHONE: (603) 646-3180

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

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

The DSE shall:

I. General Provisions

A. Required Services

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

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

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

- k. Participate in the infectious disease physician weekend and holiday after hours on call coverage, not inclusive of the time described in I.A.2.

- l. Assist with the writing and implementation of healthcare system preparedness and public health emergency plans.
- m. Serve as medical subject matter expert as part of the DPHS Incident Management Team. Participate in assembly and notification drills and respond to actual events.
- n. Coordinate NH DHHS submission to and attend the annual Northeast Epidemiology Conference as requested by DHHS. When NH is required (on rotational basis among 8 states), lead planning of conference.

II. Reporting and Performance Measurement:

A. Reporting and Contract Monitoring:

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

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Infectious Disease Medical Epidemiology Support

Vendor #177157-B013

Job #90077021
#90077700

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

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

TOTAL: \$438,610

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

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;

Contractor Initials: CB
Date: 8/8/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal**

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

18. **Authority to Adjust**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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 G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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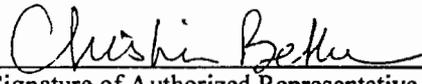
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Trustees of Dartmouth College
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

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

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

BUREAU CHIEF
Title of Authorized Representative

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

8/14/12
Date

8/18/13
Date