



Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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January 27, 2020

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, to enter into an educational tuition agreement and to pay said costs in an amount of \$1,728.00 as follows:

Institution: Southern New Hampshire University
2500 North River Road
Manchester, NH 03106

Course Title(s): Public Policy and Advocacy
Sociology of Social Problems

Course Date(s): Begin: 03/02/2020
End: 06/28/2020

Employee: Yvette Martinez

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$1,728.00

State Share: \$1,728.00

Source of Funds: Employee Training, 20% Federal, 80% General

EXPLANATION

These courses, Public Policy and Advocacy and Sociology of Social Problems, will benefit the employee and the Department by broadening Ms. Martinez's knowledge of policy development and advocacy. In Public Policy and Advocacy Ms. Martinez will become acquainted with human services policies and the legislative and private sector processes involved in policy development. She will also explore the role of advocacy in influencing social welfare programs for a variety of populations, learning the skills needed to act effectively in developing policies and for planning an advocacy campaign. In Sociology of Social Problems, Ms. Martinez will analyze contemporary social problems in America and other societies. Issues discussed will include economic limitations, class and poverty, race and ethnic relations, sexism, ageism, and environmental and population concerns. All of which are increasingly relevant in today's diverse workforce.

Yvette Martinez has been employed by the Department of Health and Human Services for two (2) years and is currently a Family Service Specialist I in the Division of Housing & Economic Stability, Bureau of Family Assistance. Yvette's duties in this position include assessing the whole-person needs of clients and referring them to other social service, employment, education, health, or vocational rehabilitation agencies to ensure their needs are met. She also assists clients in emergencies such as homelessness, loss of utilities, and lack of childcare. Clients are interviewed on the phone, in person, and in varied community locations in order to obtain pertinent information to determine and clarify eligibility for assistance. Duties may also entail testifying at Administrative Appeal Hearings and/or court proceedings.

The Department of Health and Human Services encourages and supports employees who wish to further their professional growth through continuing education in disciplines that are mutually advantageous. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori A. Shibinette
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22nd day of January, 2020 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Yvette Martinez (hereinafter referred to as the "Recipient"). The State and the Recipient do hereby mutually agree as follows:

- 1. The State shall pay to the named institution the sum of \$1,728.00, which monies shall be used for the purpose of enrolling the Recipient in: Public Policy and Advocacy & Sociology of Social Problems (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on March 2, 2020 and terminate on June 28, 2020.
2. The Recipient shall complete and achieve a passing grade in each course named in paragraph 1.
3. Should the Recipient fail to complete or achieve a passing grade in each course named in paragraph 1, the Recipient shall pay to the State the sum set forth in paragraph 1, provided, however, that if more than one course is named in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
4. Upon the satisfactory completion of the courses named in paragraph 1, the Recipient shall continue in the employ of the State in his/her current position (or in such other position, at equal or greater compensation, to which he/she may be assigned) for a period of six (6) months.
5. The Recipient shall work in any area of the State to which he/she may be assigned, provided that such assignment will not constitute a severe hardship to said Recipient.
6. Should the Recipient breach any of the conditions set forth in paragraphs 4 and 5, the Recipient shall pay to the State a sum equal to all monies previously paid by the State for the Recipient pursuant to the Agreement, provided, however, that the Recipient shall receive a credit for each month in which he/she is employed by the State subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro rata basis.
7. The Recipient shall not raise any setoff or counterclaim against the State in any action brought by the State to collect any amount due under this agreement.
8. Should any amount be found to be due the State in any action brought against the Recipient pursuant to this Agreement, the State shall, in addition to said amount, be entitled to an award of costs and a reasonable amount in "attorney" fees.

IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hands on the date first above written.

RECIPIENT (signature) [Handwritten Signature] (printed name) Yvette Martinez

NOTARY State of New Hampshire, County of Hillsborough:

On this the 22nd day of January, 2020, before me [Handwritten Signature], the undersigned officer, personally appeared, Yvette Martinez (recipient) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal. [Handwritten Signature] Notary Public/Justice of the Peace STEPHANIE E. ONDUS, Justice of the Peace State of New Hampshire My Commission Expires August 2, 2022

THE STATE OF NEW HAMPSHIRE (signature) [Handwritten Signature] (date) 2/3/20 (printed name, title) Lori Shibinetto, Commissioner