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

Lori A. Shibiactte
Commissioner

Lori A. Weaver
Deputy Commissioner

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June 13, 2022

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 \$320.00 as follows:

Institution:	Granite State College 25 Hall Street Concord NH 03301
Course Title(s):	IDIS 601 Interdisciplinary Seminar
Course Date(s):	Begin: 07/05/2022 End: 09/09/2022
Employee:	Jody Farwell
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$320.00
State Share:	\$320.00
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This course, Interdisciplinary Seminar, will benefit Ms. Farwell and the Department as they are part of the Bachelor's in Psychology with a concentration in Human Services degree that Ms. Farwell is pursuing.

This course will discuss and analyze specific themes as they relate to local and global communities while encouraging civil discourse among classmates. The seminar's specific topic varies by individual course section. Students approach a contemporary issue or problem and explore its causes and significance. Students are asked to use advanced problem-solving skills and methodologies to reflect on the topic, discuss possible approaches with peers, and investigate solutions using interdisciplinary research and analysis. This course will strengthen Ms. Farwell's administration skills and build upon her knowledge of management practices, thereby enhancing her ability to understand staff behaviors and how to build a cohesive team.

Jody Farwell is currently an Administrator I for the Division of Medicaid Services. She has been employed by DHHS for fourteen (14) years. As a Division of Medicaid Services Administrator, Jody is responsible for the planning, coordinating and development of program objectives and policies, CMS rules and fiscal impact statements, forms, instructions and procedures used by staff in twenty-four (24) local offices to implement all programs offered by the Division of Medicaid Services.

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 also 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. Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 13th day of June 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Jody Farwell (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 320.00, which monies shall be used for the purpose of enrolling the Recipient in: Interdisciplinary Seminar (course name), which course(s) is being offered by Granite State College and which course(s) shall commence on July 5, 2022 and terminate on September 9, 2022.
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) Jody Farwell

NOTARY State of New Hampshire, County of Merrimack:

On this the 13th day of June, 2022, before me, Ellen Macneil, the undersigned officer, personally appeared, Jody Farwell (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. ELLEN M. MACNEIL - Notary Public State of New Hampshire My Commission Expires March 13, 2024 Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE (signature) [Handwritten Signature] (date) 6.16.22 (printed name, title) Lori Weaver, Deputy Commissioner