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Lori A. Shibanette
Commissioner

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

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January 23, 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 \$3,000.00 as follows:

| | |
|--------------------------|--|
| Institution: | Southern New Hampshire University 2500 North River Road Manchester, NH 03106 |
| Course Title(s): | Corporate Financial Management, and Accounting Capstone |
| Course Date(s): | Begin: 04/06/2020 End: 08/30/2020 |
| Employee: | Lin C. Woolsey |
| Funding Source: | 05-95-95-953010-56770000-066-500544 |
| Total Cost of Course(s): | \$3,762.00 |
| State Share: | \$3,000.00 |
| Source of Funds: | Employee Training, 20% Federal, 80% General |

EXPLANATION

These courses, Corporate Financial Management and Accounting Capstone, will benefit the Department and the employee, as they are the last two courses in Ms. Lin Woolsey's Master of Science in accounting curriculum. Corporate Financial Management is a study of finance from a corporate perspective including investments, capital structure and restructuring, budgeting, financial markets, policy, and portfolio management. The course will enhance Ms. Woolsey's financial aptitude and analytical ability to evaluate the risk and impact of various financial management strategies. The Accounting Capstone is the culmination of learning for the M.S. in accounting program where the student demonstrates their ability to synthesize and integrate the knowledge and skills they have developed throughout the coursework.

The M.S. in accounting curriculum provides students with practical knowledge in auditing, advanced financial reporting, business law, ethics, communication, corporate, partnership, private tax, research and more. The content of this program aligns with the Content and Skill Specification Outlines set by the American Institute of Certified Public Accountants. Successful completion of this program will enhance Ms. Woolsey's professional skills directly related to her current position and add to the overall strength of the Department's ability to provide consistent, accurate, and reliable financial information to various stakeholders of the State of New Hampshire.

Lin Woolsey has been employed with the Department of Health and Human Services (DHHS) for one (1) year. She currently holds the position of Financial Data Administrator in the Office of Finance. Ms. Woolsey's job duties include management of the Department's Generally Accepted Accounting Principles (GAAP) financial reporting, the corresponding financial audit, process improvements in the related areas, and evaluation of program feasibility and compliance with federal and state regulations.

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 27th day of January, 2020 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Lin C. Woolsey (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 \$3,000.00, which monies shall be used for the purpose of enrolling the Recipient in: Corporate Financial Management and Accounting Capstone (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on April 6, 2020 and terminate on August 30, 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) Lin C. Woolsey

NOTARY State of New Hampshire, County of Merrimack:

On this the 27th day of January, 2020, before me, Ellen Macneil, the undersigned officer, personally appeared, Lin C. Woolsey (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 ELLEN M. MACNEIL - Notary Public State of New Hampshire My Commission Expires March 13, 2024

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