



Jeffrey A. Meyers
Commissioner

Marilyn G. Doe
Director

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

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March 23, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$1,881.00 as follows:

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

Course Title(s): MBA 610, Business Law

Course Date(s): Begin: 4/30/2018
End: 07/18/2018

Employee: Jennifer VanderNoot

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

Total Cost of Course(s): \$1,881.00

State Share: \$1,881.00

Source of Funds: 100% General

EXPLANATION

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.

The employee has been employed with the Department of Health and Human Services (DHHS) for 19 years, 17 of which were in the Division of Family Assistance Policy Unit supervising the team responsible for developing and releasing TANF, Food Stamp, and Medicaid eligibility policy, and more recently as a Program Planning and Review Specialist in the DHHS Office of Quality Assurance and Improvement (OQAI) Health Services Assessment Unit (HSU). Her daily OQAI HSU responsibilities include being the Project Manager of a Centers for Medicare and Medicaid Services (CMS) grant and she has been asked to assist in writing an upcoming request for proposal which requires a solid comprehension of legal issues, specifically in relation to contracts.

The course MBA 610, Business Law, will cover employment law, contracts, tort and product liability, and internet law and be provide with skills in determining how this information informs strategic legal decisions. The information provided in this course will build upon the information she learned via the DHHS Sub-Recipient Monitoring training on contracts she attended in February 2018 and result in improved effectiveness in her grant management responsibilities. 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 Weaver
Associate Commissioner, Operations

Approved by:



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22nd day of March 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Jennifer VanderNoot (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 1881.00, which monies shall be used for the purpose of enrolling the Recipient in: MBA 610 Business Law (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on April 30 2018 and terminate on July 18 2018.
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) Jennifer VanderNoot

THE STATE OF NEW HAMPSHIRE
(signature) [Handwritten Signature]
(printed name, title) Lon Weaver Associate Commissioner

State of New Hampshire, County of Merrimack:

On this the 22 day of March, 20 18, before me, Frank E Beck III, the undersigned officer, personally appeared, Jennifer VanderNoot (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