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

Lori A. Shilbette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 19, 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 \$2,616.00 as follows:

Institution:	Granite State College 25 Hall St Concord, NH 03301
Course Title(s):	Health Care Delivery and Innovations, Leading & Governing Nonprofit Organizations
Course Date(s):	Begin: 09/20/2022 End: 03/25/2023
Employee:	Brent Ladman
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2616.00
State Share:	\$2616.00
Source of Funds:	Employee Training, 20% Federal, 80% General

**EXPLANATION**

These courses, Health Care Delivery and Innovations and Leading & Governing Nonprofit Organizations, will benefit the Department and the employee by broadening Mr. Ladman's knowledge of related program areas across the Department of Health and Human Services (DHHS), to better explain and assist with said areas both to constituents and clients of the Department seeking conflict resolution and mediation services from the Office of the Ombudsman. These graduate level courses, Health Care Delivery and Innovation and Leading & Governing Nonprofit Organizations, examine the political, legal, economic, and fiscal components that impact and influence health care delivery systems and guide participants in understanding nonprofit organizations and their management. Topics include motivations for starting nonprofit organizations as well as theories and strategies to balance the unique needs of nonprofits within market economies. These courses cover considerations for staffing and volunteer management, funding sources, asset management, program evaluation and leadership structures. These concepts are directly related to the daily work done with clients by the Office of the Ombudsman.

Brent Ladman has been an employee of DHHS for eighteen (18) years, serving for the past 4 years as an Associate Ombudsman within the Office of the Ombudsman under Legal and Regulatory Services as a statutorily-neutral complaint investigator for clients of the Department or agencies contracted by the Department. The Office of the Ombudsman also provides mediation services to both clients and employees of the Department in pursuit of conflict resolution across numerous program areas, including the Division of Children, Youth, and Families, Child Support Services, and Family Assistance.

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 courses 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. Weaver  
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 19th day of July 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Brent Ladman (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 \$2,616, which monies shall be used for the purpose of enrolling the Recipient in: Health Care Delivery and Innovations (HLTC 800), Leading & Governing Nonprofit Organizations (LD 827) (course name), which course(s) is being offered by Granite State College and which course(s) shall commence on September 20, 2022 and terminate on March 25, 2023.
- 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] (signature) \_\_\_\_\_ (printed name) Brent Ladman \_\_\_\_\_

NOTARY State of New Hampshire, County of Merrimack:

On this the 19th day of July, 2022, before me, Ellen Macneil, the undersigned officer, personally appeared, Brent Ladman (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. [Signature] ELLEN M. MACNEIL - Notary Public State of New Hampshire Notary Public/Justice of the Peace Commission Expires March 13, 2024

THE STATE OF NEW HAMPSHIRE (signature) [Signature] (date) 9.19.22 (printed name, title) LOY, WEAVER, Deputy Commissioner.