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Jeffrey A. Meyers
Commissioner

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

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July 10, 2019

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: University of New Hampshire - Manchester Campus
88 Commercial St.
Manchester, NH 03101

Course Title(s): Social Welfare Policy I
Human Behavior & the Social Environment I

Course Date(s): Begin: 8/12/2019
End: 12/10/2019

Employee: Shauna L. Smith

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

Total Cost of Course(s): \$4,710.00

State Share: \$3,000.00

Source of Funds: Employee Training, 25% Federal, 75% General

EXPLANATION

These courses, Social Welfare Policy I and Human Behavior & the Social Environment I, will benefit the employee and the Department by enhancing Shauna Smith's understanding of how social welfare policy affects those involved in the child support system. Her ability to advocate for, and provide to her casework, quality, and dignified services will also be increased. Social Welfare Policy I offers students a better understanding of social problems, social welfare policy, and the American social welfare system. This includes an overview of the origins and development of social welfare policy in the U.S., the political processes and the values and ethics which shape our current social welfare system. Human Behavior & the Social Environment I looks at behavior and development and its context across the lifecycle, using social systems theory/person-in-the-environment as a conceptual framework. Human worth and social justice are major themes.

Shauna Smith has been employed by the Department of Health and Human Services (DHHS) for twelve (12) years and is currently a Child Support Enforcement Officer in the Bureau of Child Support Services (BCSS). For many years prior to her current position, Ms. Smith was a Child Protective Service Worker with the Division for Children, Youth, and Families (DCYF). Ms. Smith's current duties entail negotiating agreements with families, completing investigations for the purposes of determining legal obligations, representing the agency in court and administrative hearings, advising and enforcing federal and state statutes related to child support, maintaining quality documentation and communication skills as well as maintaining effective working relationships with other professionals.

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,



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 10th day of July, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Shauna L. Smith (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: Social Welfare Policy I and Human Behavior & the Social Environment (course name), which course(s) is being offered by University of New Hampshire - Manchester and which course(s) shall commence on August 12, 2019 and terminate on December 10, 2019.
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 of Shauna L. Smith]

(printed name) Shauna L. Smith

NOTARY State of New Hampshire, County of Merrimack:

On this the 10th day of July, 2019, before me, Ellen Macneil, the undersigned officer, personally appeared, Shauna L. Smith (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 of Ellen Macneil] 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 of Lori Weaver]

(date) 7.12.19

(printed name, title) Lori Weaver, Associate Commissioner