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Kerrin A. Rounds  
Acting Commissioner

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

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December 5, 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:	Southern New Hampshire University 2500 North River Road Manchester NH 03106
Course Title(s):	Human Behavior in an Organization Mathematics and Statistics for Business
Course Date(s):	Begin: 01/20/2020 End: 06/14/2020
Employee:	Jessica Clark
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, Human Behavior in an Organization and Mathematics and Statistics for Business, will benefit the Department and the employee by allowing Jessica Clark to enhance her skills in the areas of leadership, communication, problem solving, and teamwork, which are all critical skills for successfully managing and leading organizations, as well as program improvement. Degree completion will not only enhance Jessica's leadership in program improvement activities, both individually and within her bureau, but as a member of the DCYF Management team and DCYF's Strategic Priorities team through transference of knowledge. Organizational efficiency will also be a positive impact.

Jessica Clark has been employed by the Department of Health and Human Services (DHHS) for thirteen (13) years and is currently a Quality Assurance Administrator/Child and Family Services Review Coordinator in the Bureau of Organizational Learning and Quality Improvement/Division for Children, Youth, and Families (BOLQI/DCYF). Duties entail responsibility for planning and overseeing state and federal quality assurance activities, including leading the development of agency Program Improvement Plan (PIP) resulting from the Child and Family Services Review (CFSR) and coordinating follow-up reporting on compliance with PIP requirements. Jessica is also responsible for development, implementation and evaluation of DCYF's 5 year Child and Family Services Plan, and is a member of the Management Team, and Strategic Priorities Team.

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,



Kerrin A. Rounds  
Acting Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 5th day of December, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Jessica Clark (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: Human Behavior in an Organization and Mathematics and Statistics for Business (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on January 20, 2020 and terminate on June 14, 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) Jessica Clark

NOTARY

State of New Hampshire, County of Merrimack

On this the 5th day of December, 2019, before me, Melissa M. Wardner, undersigned officer, personally appeared, Jessica Clark (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 Melissa M. Wardner]
Notary Public/Justice of the Peace
Melissa M. Wardner, Notary Public
State of New Hampshire
My Commission Expires February 20, 2024

THE STATE OF NEW HAMPSHIRE

(signature) [Handwritten signature]

(date) 12.13.19

(printed name, title) Lori Weaver, Associate Commissioner