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Lori A. Weaver  
Commissioner

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

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October 4, 2023

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 \$1,431.20 as follows:

Institution:	UNH College of Professional Studies Thompson Hall, 105 Main Street Durham, NH 03824
Course Title(s):	Foundations of Organizational Communication
Course Date(s):	Begin: 10/30/2023 End: 12/22/2023
Employee:	Autumn Shaw
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,431.20
State Share:	\$1,431.20
Source of Funds:	Employee Training; 20% Federal, 80% General

**EXPLANATION**

This course, *Foundations in Organizational Communication*, will benefit the Department and Autumn Shaw by deepening the employee's understanding of the human services field, including administrative aspects and the internal and external systems and subsystems of human services delivery. *Foundations in Organizational Communication* examines fundamental principles and theories of organizational communication. Crisis communication, intercultural communication, and communication assessment are also introduced.

Autumn has been employed with the Department of Health and Human Services for one (1) year and currently serves as a Business Systems Analyst II with Medicaid Enterprise Services. In this role, Autumn manages projects related to the MMIS replacement and modularization and assists with requirement-gathering, as well as process flows and documentation to obtain funding.

This education will directly impact Autumn's job performance at DHHS. Autumn assists with the implementation and management of MMIS-related projects and this course will help the employee to develop communication strategies, improve the quality of communication, and model and adapt individual communication styles to most effectively work with others. Completing this course is also part of Autumn's longer term goal of obtaining a Certificate in Human Services Administration.

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 for 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  
Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 29th day of June 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Autumn Shaw (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 \$1,431.20, which monies shall be used for the purpose of enrolling the Recipient in: Foundations of Organizational Communication (course name), which course(s) is being offered by University of NH College of Professional Services and which course(s) shall commence on October 30, 2023 and terminate on December 22, 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) AS

(printed name) Autumn Shaw

NOTARY

State of New Hampshire, County of Merrimack

On this the 1st day of Aug, 2023, before me, Erica Kelley, the undersigned officer, personally appeared, Autumn Shaw (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.

Erica Kelley  
Notary Public/Justice of the Peace

ERICA L. KELLEY - Notary Public  
State of New Hampshire  
My Commission Expires April 21, 20

THE STATE OF NEW HAMPSHIRE

(signature)

Ann Landry

(date)

9/18/23

(printed name, title) Ann Landry, Associate Commissioner