



Jeffrey A. Meyers
Commissioner

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

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January 7, 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 \$1,500.00 as follows:

Institution:	Southern New Hampshire University - College for America 2500 North River Road Manchester, NH 03106
Course Title(s):	Modules in Management, Concentration in Public Administration 1. Demonstrate Cultural Competence 2. Employ Human Resources 3. Account for Business 4. Conduct Business Globally 5. Contribute to Society 6. Improve Organizational Effectiveness
Course Date(s):	Begin: 02/01/2019 End: 07/31/2019
Employee:	Dawn I. Landry
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,500.00
State Share:	\$1,500.00
Source of Funds:	Employee Training, 100% General

EXPLANATION

These modules; Demonstrate Cultural Competence, Employ Human Resources, Account for Business, Conduct Business Globally, Contribute to Society and Improve Organizational Effectiveness will benefit the Department and the employee by allowing Dawn I. Landry to further develop her communication skills and knowledge of management practices, which will build upon her current competency in interfacing with various interagency personnel, federal and state officials, advocacy organizations, provider organizations and other stakeholders.

Dawn Landry has been employed by the Department of Health and Human Services for over 26 years and has held various positions throughout her career. On January 10, 2017, she was promoted into her current position as an Administrator IV. In her current role, she provides a comprehensive understanding of federal Medicaid law and binding guidance documents in order to formulate and integrate policy for the Department's Medicaid program and ensure program compliance with federal Medicaid law. Ms. Landry currently holds an Associate's Degree in Paralegal Studies. These modules will contribute toward her BA in Management, with a concentration on Public 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 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 7th day of January, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Dawn I. Landry (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 \$1,500.00 which monies shall be used for the purpose of enrolling the Recipient in: Modules in Management (Demonstrate Cultural Competence, Employ Human Resources, Account for Business, Conduct Business Globally, Contribute to Society, and Improve Organizational Effectiveness) (course name), which course(s) is being offered by SNHU - College for America and which course(s) shall commence on February 1, 2019 and terminate on July 31, 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) Dawn J. Landry (printed name) Dawn J. Landry

NOTARY State of New Hampshire, County of Merrimack:

On this the 7th day of January, 2019, before me, Ellen M. Macneil, the undersigned officer, personally appeared, Dawn I. Landry (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.

Ellen M. Macneil (signature)

Notary Public/Justice of the Peace ELLEN M. MACNEIL, Notary Public My Commission Expires April 9, 2019

THE STATE OF NEW HAMPSHIRE

(signature) Lon Weaver (date) 1-9-19

(printed name, title) Lon Weaver Associate Commissioner Ed.agreement. Dawn Landry 1-7-19