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

***BUREAU OF HUMAN RESOURCE MANAGEMENT***

**Jeffrey A. Meyers**  
Commissioner

**Marilyn G. Doe**  
Director

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May 3, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

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**REQUESTED ACTION**

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$2640.00 as follows:

Institution:	New Hampshire Technical Institute 30 College Drive Concord, NH 03301
Course Title(s):	HealthCare Law Family Law Probate, Estates, and Trusts Criminal Law Legal Writing Legal and HealthCare Ethics Internship
Course Date(s):	Begin: 5/17/2018 End: 8/20/2018
Employee:	Debora Lee Wyman
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2640.00
State Share:	\$2640.00
Source of Funds:	Employee Training, 100% General

### **EXPLANATION**

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.

Debora Lee Wyman has worked as a Licensing and Evaluation Coordinator with the Department of Health and Human Services for ten (10) years. Her duties include analysis of medical and nursing records with direct observation to evaluate the care received by patients or residents in various health care settings. She analyzes and interprets medical records and nursing notes to ensure that patient care plans are accurate and up to date. Further, she prepares deficiency reports based on inspection and review of records for health care providers using established principles of documentation for legal proceedings, represents the Department or the Center for Medicare Medicaid Service's at Administrative hearings and court cases, and testifies regarding the interpretation of federal and state regulations to support licensure or certification decisions. Additionally, Ms. Wyman reviews various contracts that the providers use within their facilities, reviews, monitors, and then approves or disapproves the nursing component of corrective action plans, or develops the nursing component of a directed corrective action plan when the provider is unwilling or unable to develop a corrective action plan, and reviews the Adverse Events that hospitals are required to submit to the State.

HealthCare Law is a course that will further Ms. Wyman's skills on different issues in the healthcare industry such as staffing requirements, regulatory compliance, record management, treatment, and different funding sources (public versus private).

Family Law is a course that will further Ms. Wyman's skills in assisting the program attorney in drafting pleadings and completing preliminary research relating to family law.

The Probate, Estates, and Trusts course will provide for an ability to examine the legal foundations of rules and policies that facilities explain to new residents upon entering their facilities. It will enable Ms. Wyman to better understand the legal foundations of the different elements involved when a facility and a potential resident must go to probate court or when a resident must establish an estate or trust upon entering a nursing home.

Criminal Law is a course that will provide skills in examining how the practice and procedure is completed, from the initial interview through the post-trial procedure, within the judicial system. This course provides the comprehensive principles and practices of law.

Legal Writing is a course that will develop further skills related to the writing of legal documents. It focuses on preparation of legal writing for clarity and precision of expression together with refinement of editing skills.

Legal and HealthCare Ethics will enhance Ms. Wyman's skills in examining issues related to ethical rules in healthcare with an emphasis on the skills necessary to guide oneself and others in the process of ethical decision making.

The Internship will provide an opportunity to combine the theoretical issues learned in a classroom setting with the practical experience gained in a workplace setting.

The courses outlined above are part of two certificate programs. The first is a Legal Nurse Consultant Certificate and the second one is a Paralegal Certificate. These courses will further develop Ms. Wyman's ability to gather information through interviews, maintain files, and to trace evidence back to the cause of the deficient practice. By knowing the proper techniques for maintaining files, it will be easier to cite deficient practices.

These courses will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver  
Associate Commissioner, Operations



Approved by:  
Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 4th day of May 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Debora Wyman (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 \$2,640.00, which monies shall be used for the purpose of enrolling the Recipient in: Healthcare Law, Family Law, Probate, Estates, Trusts, Criminal Law, Legal Writing, Legal and Healthcare Ethics and Internship (course name), which course(s) is being offered by New Hampshire Technical Institute and which course(s) shall commence on May 17, 2018 and terminate on August 20, 2018.
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) Debora Wyman

(printed name) Debora Wyman

NOTARY State of New Hampshire, County of Merrimack :

On this the 4th day of May, 2018, before me, Jayne E. Cantara, the undersigned officer, personally appeared, Debora Wyman (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.

Jayne Cantara
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) Ron Weaver (date) 5.4.18

(printed name, title) Ron Weaver Associate Commissioner
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