



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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August 20, 2018

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:	College for America at Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	General Studies in Business 1. Chart/Decode Evolution of Media 2. Consider the Environment 3. Examine Ethical Perspectives 4. Evaluate/Experiment Psychology 5. Interact Effectively in the Workplace 6. Investigate Business Ethics
Course Date(s):	Begin: 10/1/2018 End: 03/31/2019
Employee:	Diana Lacey
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

Diana Lacey has been employed by the Department for 25 years and is currently a Program Planning and Review Specialist in the Division for Behavioral Health. She oversees and facilitates compliance with the 2014 Amanda D. v. Hassan Settlement Agreement (Community Mental Health Settlement Agreement, CMHA), including coordinating a variety of activities that support progressive system improvement, monitoring and reporting on required deliverables, preparing presentations, convening stakeholder meetings, and identifying additional activities needed to further achieve CMHA goals.

These modules, in the Business Concentration, will increase Ms. Lacey's ability to deliver a variety of information documenting improvement of the state mental health system, and to effectively coordinate and collaborate with internal and external partners that work together to fulfill CMHA requirements.

The Chart/Decode Evolution of Media and Consider the Environment modules relate to her position due to the methods and processes available to collect information and develop synthesized presentations and reports for community partners and stakeholders through different technological platforms and medium.

The Examine Ethical Perspectives and Evaluate/Experiment Psychology modules relate to her position as she communicates examples of specific individual experiences in the state mental health system without violating confidentiality rights and while demonstrating sensitivity for the subject matter and the professionals involved in delivering treatment services.

Interact Effectively in the Workplace and Investigate Business Ethics relate to her position as she coordinates CMHA related activities, analyzes complex information and identifies needed adjustments. Successful completion of the program will add to the Division's effort to achieve the goals envisioned in the CMHA and to overall improve its oversight of the state mental health system.

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 these courses will add to the overall strength of the Department to perform its mission to the residents of the State 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 Weaver
Associate Commissioner, Operations

Approved by:



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22nd day of August, 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Diana Lacey (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: Chart/Decode Evolution of Media, Consider the Environment, Examine Ethical Practices, Evaluate/Experiment Psychology, Interact Effectively in the Workplace, Investigate Business Ethics (course name), which course(s) is being offered by SNHU - College for America and which course(s) shall commence on October 1, 2018 and terminate on March 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) Diana Lacey

(printed name) Diana Lacey

NOTARY State of New Hampshire, County of Merrimack:

On this the 22nd day of August, 2018, before me, Ellen Macneil, the undersigned officer, personally appeared, Diana Lacey (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 Macneil
Notary Public/Justice of the Peace

ELLEN M. MACNEIL, Notary Public. My Commission Expires April 9, 2019

THE STATE OF NEW HAMPSHIRE

(signature) Lori Weaver

(date) 9.4.18

(printed name, title) Lori Weaver Associate Commissioner