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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  
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Date 10/6/2017

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

**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 \$1260.00 as follows:

Institution:	New Hampshire Technical Institute 30 College Drive Concord, NH 03301
Course Title(s):	Legal Research and Litigation and Trail Preparation
Course Date(s):	Begin: 11/9/2017 End: 02/15/2018
Employee:	Debora Wyman
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1260.00
State Share:	\$1260.00
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.

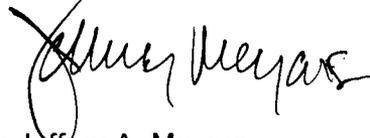
The employee has worked as a Licensing and Evaluation Coordinator with the Department of Health and Human Services for 10 years. Her duties include; analysis of medical or nursing records with direct observation to evaluate the care received by patients or residents in various health care settings. She analyzes and interprets medical records and nursing notes to ensure that patient care plans are accurate and up to date and prepares deficiency reports based on inspection and review of records for health care providers. She represents the Department at administrative hearings and court cases, and testifies regarding the interpretation of federal and state regulations to support licensure or certification decisions. She also reviews various contracts that the providers use within their facilities and then approves or disapproves the nursing component of corrective action plans.

The courses, Legal Research and Litigation, and Trial Preparation will enhance her ability to examine the legal foundations that the facilities can take for their different disciplinary actions. It will enhance her ability to understand the legal foundations of the different elements of contracts and tort that are used when reviewing the implementation of health facilities contracts and will increase her skills and knowledge of applicable federal and state statutory law. Completion of both these courses will enhance the employee's and her unit's ability to more effectively inspect health care facilities and protect the health of welfare of patients under their care.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers  
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 3rd day of 10 2017 by and through the Department of Administrative 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 1260.00, which monies shall be used for the purpose of enrolling the Recipient in: Legal Research and Litigation and Trial Preparation (course name), which course(s) is being offered by New Hampshire Technical Institute and which course(s) shall commence on 11/9 2017 and terminate on 2/15 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

THE STATE OF NEW HAMPSHIRE
(signature) Sheri Rockwell CFO
(printed name) Sheri Rockwell CFO

State of New Hampshire, County of Merrimack

On this the 6 day of October, 2017, before me, Frank E. Rock III, 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.

Notary Public/Judge
MY COMMISSION EXPIRES JUNE 18, 2019
FRANK E. ROCK III
NOTARY PUBLIC
NEW HAMPSHIRE