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Jeffrey A. Meyers
Commissioner

Marilyn G. Doe
Director

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

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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 \$1,785.00 as follows:

Institution:	Rivier University 420 South Main Street Nashua, NH 03060
Course Title(s):	Compliance and Risk Management in Healthcare Settings
Course Date(s):	Begin: 10/24/2018 End: 12/14/2018
Employee:	Elizabeth L. Biron
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,785.00
State Share:	\$1,785.00
Source of Funds:	Employee Training, 100% General

EXPLANATION

Elizabeth L. Biron has been employed by the Department for eleven years and is currently the Oversight and Monitoring Coordinator for the Ryan White Care Program (NH CARE Program) contracts. Ms. Biron has wide ranging responsibilities that include directing the coordination of monitoring and evaluating NH CARE Program provider contract compliance with state and federal requirements. She also develops, tests, and updates programmatic and fiscal monitoring tools, coordinates quality assurance projects, and coordinates and conducts correspondence including conference calls with contracted providers. Ms. Biron is a member of the NH CARE Program Quality Management Committee and takes leadership roles within the HIV Planning Group and the Quarterly HIV Medical Case Managers meetings.

This course, Compliance and Risk Management in Healthcare Settings, aims to develop the skills necessary to identify, analyze, and mitigate risk in healthcare settings. Students will acquire assessment and planning tools to prioritize and help control risks. Main topics of study include health delivery system threats, vulnerabilities, and countermeasures; compliance laws; risk assessment and mitigation; and continuity and disaster recovery planning. Ms. Biron will apply this knowledge to her current responsibilities, strengthening her current professional and analytical skills. Knowledge gained through this course will be shared with colleagues so that all will benefit from her participation in this course.

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.

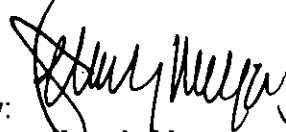
Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Lori Weaver
Associate Commissioner, Operations

Approved by:



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 21 day of August 2018 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Elizabeth Biron (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 1,785, which monies shall be used for the purpose of enrolling the Recipient in: Compliance/Risk Management in Health Care (course name), which course(s) is being offered by Rivier University and which course(s) shall commence on October 24, 2018 and terminate on December 14, 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)

[Handwritten signature of Elizabeth Biron]

(printed name) Elizabeth Biron

NOTARY

State of New Hampshire, County of Merrimack

On this the 21st day of August 18, before me, Barbara A. White, the undersigned officer, personally appeared, Elizabeth Biron (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.

[Handwritten signature of Barbara A. White]
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature)

[Handwritten signature of Lori Weaver]

(date)

9.4.18

(printed name, title)

Lori Weaver
Associate Commissioner

fund-tuition-agree - Copy

BARBARA A. WHITE, NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES December 8, 2022