



Jeffrey A. Meyers
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9389 1-800-852-3345 Ext. 9389
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 21, 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 \$1,256.00 as follows:

Institution:	Granite State College 25 Hall Street Concord, NH 03301
Course Title(s):	CRIT 602 Advanced Critical Analysis
Course Date(s):	Begin: 09/23/2019 End: 12/13/2019
Employee:	Denise M. Sherburne
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,256.00
State Share:	\$1,256.00
Source of Funds:	Employee Training, 25% Federal, 75% General

15
max

EXPLANATION

This course, Advanced Critical Analysis, will benefit the employee and the Department by allowing Denise Sherburne to further develop her inductive reasoning techniques and research skills to access relevant information to strategize best practices for the Department's centralized Contracts Unit. These learned skills will help her and the Department with developing and supporting the strategic plan of the Unit.

Ms. Sherburne has been employed by the Department of Health and Human Services (DHHS) for twenty-four (24) years and has held various positions throughout her career. She currently holds the position of Program Planning and Review Specialist in the Bureau of Contracts and Procurements. In this position, Ms. Sherburne develops trainings for colleagues to enhance understanding of quality standards and progress toward achieving program and service delivery goals. In her position Ms. Sherburne needs to research past contracts and relevant information to ensure items submitted for approval are accurate.

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.

These modules will not be completed 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 21st day of August 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Denise Sherburne (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 \$1,256, which monies shall be used for the purpose of enrolling the Recipient in: CRIT 602 Advanced Critical Analysis (course name), which course(s) is being offered by Granite State College and which course(s) shall commence on September 23, 2019 and terminate on December 13, 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)

[Handwritten signature of Denise M. Sherburne]

(printed name)

Denise M. Sherburne

NOTARY

State of New Hampshire, County of Merrimack:

On this the 21st day of August, 2019, before me, Dorinda Downing, the undersigned officer, personally appeared, Denise Sherburne (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 Dorinda Downing]
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature)

[Handwritten signature of Lori Weaver]

(date)

8-27-19

(printed name, title)

Lori Weaver

Associate Commissioner