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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

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June 26, 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 \$3,850.00 as follows:

Institution:

Leadership New Hampshire

36 Lowell Street

Manchester, NH 03101

Course Title(s):

Leadership New Hampshire, Class of 2019

Course Date(s):

Begin: 09/11/2018

End: 05/23/2019

Employee:

M. Patrick McGowan

Funding Source:

05-95-95-953010-56770000-066-500544

Total Cost of Course(s):

\$3,850.00

State Share:

\$3,850.00

Source of Funds:

Employee Training, 100% General

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#### **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.

Mr. McGowan started with the Department as a Family Service Specialist, and has been continuously promoted to lead some of the Department's most high profile initiatives over the past decade. Currently serving as the Administrator for the Medicaid Quality Program, he supports the Department in improving the health and well-being of Medicaid beneficiaries through data driven oversight and development of policy and programs. Mr. McGowan has been identified as one of the future leaders in the Department. His participation in Leadership New Hampshire will help him refine the development of his leadership skills to better prepare him for future leadership roles within the Department.

The course, Leadership New Hampshire, annually gathers between 28-38 emerging and established leaders from across the state and engages them in a comprehensive year of study of the communities, issues, challenges of the state. The cohort interacts with policy makers, business leaders, and citizens from homeowners to prison inmates: all for the purpose of "building a community of informed and engaged leaders. Each month Leadership NH meets in a different geographic location to discuss topics related to New Hampshire issue (e.g. Education, Healthcare, Government & Politics, North Country, Criminal Justice System, and NH Supreme Court).

The current 2019 class includes leaders from a wide variety of NH agencies including Dartmouth Hitchcock, Elliot Hospital, Catholic Medical Center, NH Area Agencies, NH Public Radio, Oracle, University of NH, Silvertech, Mascoma Bank and NH Endowment for Health.

The course will enable Mr. McGowan to meet the following professional goals and current position enhancements: identify two new quality activities that are used by non-health care agencies for quality assurance and improvement; identify five new quality activities that are used by non-DHHS health care agencies for quality assurance and improvement; obtain a better understanding of how different New Hampshire agencies and business impact the populations served by NH DHHS; and establish at least one partnership that can be leveraged to improve my work in the NH Medicaid Quality Program.

This course will be taken on State time, one day per month for nine months.

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 2nd day of July 2018, by and through the Department of Health and Human Services (hereinafter referred to as the "State) and M. Patrick McGowan (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 \$3,850.00, which monies shall be used for the purpose of enrolling the Recipient in: Leadership New Hampshire (course name), which course(s) is being offered by Leadership New Hampshire and which course(s) shall commence on September 11, 2018 and terminate on May 23. 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 I, 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)	M. Phen	(printed name)	M. Patrick McGowan

NOTARY State of New Hampshire, County of Merrimack:

On this the 2nd day of July, 2018, before me, Ellen Macneil, the undersigned officer, personally appeared, M. Patrick McGowan (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/Justic Edit BARMac ACNEIL, Notary Public My Commission Expires April 9, 2019

THE STATE OF NEW HAMPSHIRE

(signature) RUW) QUM (date) (date) (printed name, title) Weaver cd.agreement.McGowan ASSOCIATE Commus) ONW (date) 7.23.18