



Jeffrey A. Meyers  
Commissioner

AUG09'19 PM 2:50 DAS  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

ID. mac

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August 2, 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 \$2,670.00 as follows:

Institution:	Rivier University 420 South Main St Nashua, NH 03301
Course Title(s):	Advanced Nursing Leadership Practicum
Course Date(s):	Begin: 09/03/2019 End: 12/03/2019
Employee:	Sandra Gary
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$4,139.00
State Share:	\$2,670.00
Source of Funds:	Employee Training, 25% Federal, 75% General

**EXPLANATION**

This course, Advanced Nursing Leadership Practicum, will benefit the Department and the employee by allowing Sandra Gary to advance her leadership skills through a 120-hour practicum with a nurse leader at New Hampshire Hospital (NHH). Ms. Gary will focus on organizational assessment, use of management plans and quality improvement. These skills will be used in her current role as Nurse Specialist in the Professional Development department of NHH. Ms. Gary currently coordinates the Crisis Management program and has been involved in supporting organizational changes based on the strategic plan for the hospital.

Sandra Gary has been employed by the Department of Health and Human Services (DHHS) for seven (7) years and is currently a Nurse Specialist in the Professional Development department at NHH. Duties entail supporting the Nurse Coordinator of Professional Development, working closely with hospital administration to explore hospital needs, implementing changes and supporting initiatives. She also coordinates the Crisis Management program for NHH clinical staff, serves as the interim Clinical Placement Coordinator for undergraduate and graduate nursing students, and serves as Chair of the Workforce Safety Workgroup.

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.

This course will not be taken 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 26 day of July 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Sandra Gary (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 2670.00, which monies shall be used for the purpose of enrolling the Recipient in: Advanced nurse leadership and Practicum (course name), which course(s) is being offered by Rivier University and which course(s) shall commence on September 03, 2019 and terminate on December 03, 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)

(printed name) Sandra Gary

NOTARY

State of New Hampshire, County of Merrimack:

On this the 30 day of July 20 19, before me, Kathleen Caputo the undersigned officer, personally appeared, Sandra Gary (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/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature)

(date)

8.5.19

(printed name, title)

Lori Weaver, Associate Commissioner