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Jeffrey A. Meyers
Commissioner

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

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April 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 \$1,000.00 as follows:

Institution: College for America at Southern New Hampshire University
2500 North River Road
Manchester, NH 03106

Course Title(s): Public Administration, Modules in Management
1. Foundations of Management
2. Organizational Behavior
3. Team Dynamics
4. Know Your Audience

Course Date(s): Begin: 05/01/2019
End: 08/31/2019

Employee: Diana Lacey

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$1,000.00

State Share: \$1,000.00

Source of Funds: Employee Training, 100% General

EXPLANATION

These modules, as part of the Management: Public Administration Concentration; Foundations of Management; Organizational Behavior; Team Dynamics; and Know Your Audience; will benefit the employee and the Department by increasing Ms. Lacey's ability to deliver clearly and concisely a variety of information in order to document improvement of the state mental health system, and to effectively coordinate and collaborate with a diverse group of internal and external partners who work together to fulfill Community Mental Health Settlement Agreement (CMHA) requirements.

The Foundations of Management and Organizational Behavior modules are relevant to her position due to the leadership and strategic pathways supporting and navigating integration of the CMHA's broad scope. Team Dynamics is relevant as she coordinates interagency teams performing CMHA related activities. Know Your Audience is important as she develops state mental health system information for stakeholder consumption and alignment with CMHA compliance. Successful completion of the program will add to the Division's ability to achieve the goals envisioned in the CMHA; to improve its broad oversight of the state mental health system; and will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

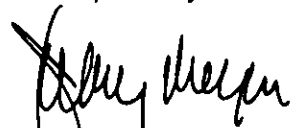
Ms. Lacey has been employed by the Department for 25 years and is currently a Program Planning and Review Specialist in the Division for Behavioral Health. She oversees and facilitates compliance with the 2014 Amanda D. v. Hassan Settlement Agreement, including coordinating a variety of activities that support progressive system improvement, monitoring and reporting on required deliverables, preparing presentations, convening stakeholder meetings, and identifying additional activities needed to further achieve CMHA goals.

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. College for America at Southern New Hampshire University has partnered with the State of New Hampshire to provide state employees with low-cost, competency-based associate and bachelor degree programs.

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 2nd day of April, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Diana Lacey (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 \$1,000, which monies shall be used for the purpose of enrolling the Recipient in: Public Administration, Modules in Management (Foundations of Management, Organization Behavior, Team Dynamics, and Know Your Audience) (course name), which course(s) is being offered by SNHU College for America and which course(s) shall commence on May 1, 2019 and terminate on August 31, 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 four (4) 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) Diana Lacey

(printed name) Diana Lacey

NOTARY State of New Hampshire, County of Merrimack:

On this the 2nd day of April, 2019, before me, Jeanne Stewart the undersigned officer, personally appeared, Diana Lacey (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.

Jeanne E. Stewart
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

JEANNE E. STEWART
Justice of the Peace - New Hampshire
My Commission Expires March 9, 2021

(signature) Lori Weaver (date) _____

(printed name, title) Lori Weaver, Associate Commissioner