



Kerrin A. Rounds
Acting Commissioner

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

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December 20, 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 \$2,925.00 as follows:

Institution:	Cornell University 950 Danby Road Suite 150 Ithaca, NY 14850
Course Title(s):	Project Management Certificate Program
Course Date(s):	Begin: 01/27/2020 End: 04/20/2020
Employee:	Susan K. Murphy
Funding Source:	05-95-95-953010-56770000-066-500543
Total Cost of Course(s):	\$2,925.00
State Share:	\$2,925.00
Source of Funds:	Employee Training: 20% Federal and 80% General Funds.

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EXPLANATION

This course, Project Management certification, will benefit the Department and the employee as it provides Ms. Murphy with proven strategies and hands-on tools to drive successful project outcomes, as well as the ability to scope projects effectively, set key milestones, and improve time budgeting and resource allocation to complete the project on time and within budget. Processes covered in the program will include agile methodologies and earned value management (EVM). This course will provide skills to effectively manage project life cycles while enabling Ms. Murphy's professional long-term growth within the Department for Health and Human Services. This course will provide fifty (50) hours towards the Project Management Professional (PMP) certification, which she may pursue in the future.

Susan K. Murphy is a Program Specialist IV with the Contracts and Procurement Unit at the Department of Health and Human Services. She has been employed for less than one (1) year, overseeing the development and life cycle of contractual agreements for the Division of Behavioral Health, Division of Long Term Supports and Services, New Hampshire Hospital and Glenciff Home for the Elderly.

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.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 20th day of December, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Susan K. Murphy (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 \$2,925.00, which monies shall be used for the purpose of enrolling the Recipient in: Project Management Certificate Course (course name), which course(s) is being offered by Cornell University and which course(s) shall commence on January 27, 2020 and terminate on April 20, 2020.
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 Susan K. Murphy]

(printed name) Susan K. Murphy

NOTARY State of New Hampshire, County of Merrimack:

On this the 20th day of December, 2019, before me, Ellen Macneil, the undersigned officer, personally appeared, Susan K. Murphy (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 Ellen Macneil]
Notary Public/Justice of the Peace

ELLEN M. MACNEIL - Notary Public
State of New Hampshire
My Commission Expires March 13, 2024

THE STATE OF NEW HAMPSHIRE

(signature) [Handwritten signature of Lori Weaver] (date) 1-2-20

(printed name, title) Lori Weaver
Associate Commissioner