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Lori A. Weaver
Commissioner

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

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September 20, 2023

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 \$2,205.00 as follows:

Institution:	University of Charleston 2300 MacCorkle Ave SE Charleston, WV 25304
Course Title(s):	Leadership in Context
Course Date(s):	Begin: 10/16/2023 End: 12/10/2023
Employee:	Steven Finnegan
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2,205.00
State Share:	\$2,205.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Leadership in Context*, will benefit the Department and Steven Finnegan by helping the employee to learn and practice new leadership theories that will motivate high-performing teams and support the mission of both the Department of Health and Human Services and the State of New Hampshire. *Leadership in Context* focuses on executive leadership within a multi-level framework. The contextual environment will be examined from two perspectives: (1) the moderating effect of context on leadership effectiveness and (2) the ways leaders imagine, shape, and leverage context to accomplish organizational sustainment.

Steven has been employed with the Department of Health and Human Services for one (1) year and currently serves as a Chief Operating Officer at Hampstead Hospital (HH). In this role, Steven is responsible for oversight of daily operations at HH. The employee provides operational leadership, strategic management and planning for all departments at HH and also works with vendors to ensure the efficiency of both clinical and administrative operations.

This education will directly impact Steven's job performance at DHHS. Steven will have the ability to incorporate different leadership styles to maximize employee performance and thus enhance the patient experience at HH. Completing this course is also part of Steven's longer term goal of obtaining a Doctorate in Executive Leadership.

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 courses will add to the overall strength of the Department to perform its mission for 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,



 Lori A. Weaver
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this August day of 17 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Steven Finnegan, (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 2,205.00, which monies shall be used for the purpose of enrolling the Recipient in: Leadership in Context (course name), which course(s) is being offered by University of Charleston and which course(s) shall commence on October 16 2023 and terminate on December 10 2023.
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)

[Signature]

(printed name)

Steven Finnegan

NOTARY

State of New Hampshire, County of Rochester

On this the 17 day of August, 2023, before me, Lauree Saxon, the undersigned officer, personally appeared Steven Finnegan (recipient) known to me (or satisfactorily proven) to be the person whose name is subscribed 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.

[Signature]
Notary Public/Judge of the Peace



THE STATE OF NEW HAMPSHIRE

(signature)

[Signature]

(date)

9/17/23

(printed name, title)

Ann Landry