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

Lori A. Shabinette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

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March 16, 2021

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 \$1,881 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Health Policy and Management
Course Date(s):	Begin: 5/10/2021 End: 7/18/2021
Employee:	Stephanie Clark
Funding Source:	05-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,881
State Share:	\$1,881
Source of Funds:	Employee Training, 20% Federal, 80% General

**EXPLANATION**

This course, Health Policy and Management, will benefit the employee and the Department as it is Ms. Clark's third class in the Master's of Public Health Program at Southern New Hampshire University (SNHU). This course focuses on the health services system in the United States, the role of healthcare policy and management, and the health delivery system. Recent healthcare legislation and its implications are explored. Topics covered will include the origins of the United States healthcare system, health behavior and disease, and the management of health service personnel, and organization. By completing the Master's of Public Health degree, Ms. Clark will better understand the connections between the Public Health Lab and the other sections of the Division of Public Health, and this knowledge will strengthen inter-department cooperation.

Stephanie Clark has been employed by the Department of Health and Human Services, Division of Public Health in the Environmental Microbiology unit of the Public Health Lab for over two years, and became the Supervisor of the unit in November of 2020. She participates in and supervises dairy and food microbiological testing, shellfish toxin testing, and rabies virus detection. She participates in and supervises the testing of restaurant food, milk from New Hampshire dairy farms, and locally harvested shellfish for bacteria that could potentially cause illness if consumed. She also participates in and supervises the testing of shellfish for harmful Paralytic Shellfish Poison. In addition, if a person has been exposed to an animal that could have rabies, she participates in and supervises testing the animals to help the Public Health nurses advise their patients regarding prophylactics.

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,



Lori A. Weaver  
Deputy Commissioner



**THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT**

Agreement dated this 5 day of March 2021 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Stephanie Clark (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 \$1881.00, which monies shall be used for the purpose of enrolling the Recipient in: Health Policy and Management, which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on May 10, 2021 and terminate on July 18 2021.
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 Stephanie Clark (signature) (printed name) Stephanie Clark

NOTARY State of New Hampshire, County of Merrimack

On this the 15th day of March 2021, before me, Barbara A White, the undersigned officer, personally appeared, Stephanie Clark (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. Barbara A White  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE  
(signature) Lori Weaver (date) 3/18/21  
(printed name, title) Lori Weaver  
Deputy Commissioner

**BARBARA A. WHITE, NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
MY COMMISSION EXPIRES December 6, 2022**