

IA



Lori A. Weaver  
Interim Commissioner

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

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May 31, 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 \$1,500.00 as follows:

Institution:	Liberty University 971 University BLVD. Lynchburg, VA 24515
Course Title(s):	Performance Nutrition
Course Date(s):	Begin: 06/26/2023 End: 08/18/2023
Employee:	Casey DeYoung
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,994.50
State Share:	\$1,500.00
Source of Funds:	Employee Training, 20% Federal, 80% General

**EXPLANATION**

This course, *Performance Nutrition*, will benefit the Department and Casey DeYoung by allowing her to determine appropriate interventions for children coming into foster care with an overall goal of improving their health through nutrition. *Performance Nutrition* examines the role of nutrients and prescriptive diets in rehabilitation services, fitness, and sport performance.

This education will directly impact Casey's job performance as one of the Public Health Nurse Consultants with the Division for Children, Youth, and Families (DCYF). Children coming into foster care are at high risk for malnutrition, obesity, and eating disorders. This course will provide Casey with the advanced skills necessary to assess the population health and determine optimal nutritional interventions. Completing this course is also part of Casey DeYoung's longer term goal of obtaining a Master's of Public Health in Nutrition.

Casey DeYoung has been with the Department of Health and Human Services, DCYF for one (1) year. As a Public Health Nurse Consultant working with Foster Care, Casey works with guardians and designees to assure the implementation of medically necessary treatments for children in the care, custody and control or guardianship of the State of New Hampshire. Casey further functions as the DCYF medical liaison and provides specialized nursing and public health consultations for child protection and juvenile justice staff regarding medical and behavioral concerns affecting children involved with assessments, in-home cases, and out-of-home placements.

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 course 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  
Interim Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 28th day of February, 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Casey Ann DeYoung (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 \$1,500, which monies shall be used for the purpose of enrolling the Recipient in: Performance Nutrition (course name), which course(s) is being offered by Liberty University and which course(s) shall commence on June 26, 2023 and terminate on August 18, 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)

(printed name) Casey Ann DeYoung

NOTARY State of New Hampshire, County of Hillsborough:

On this the 28th day of February, 2023, before me, Casey DeYoung the undersigned officer, personally appeared, Casey Ann DeYoung (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

CATHY C. RIZZI - Notary Public  
State of New Hampshire  
My Commission Expires July 14, 2026

THE STATE OF NEW HAMPSHIRE

(signature)

(date)

5/14/23

(printed name, title)

Ann Landry, Associate Commissioner