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Lori A. Weaver
Interim Commissioner

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

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June 16, 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 a **RETROACTIVE** educational tuition agreement and to pay said costs in an amount of \$2382.00 as follows:

Institution:	University of New Hampshire UNH Business Services 11 Garrison Ave Durham, NH 03824
Course Title(s):	Human Behavior in the Social Environment III
Course Date(s):	Begin: 05/22/2023 End: 07/14/2023
Employee:	Melissa Vermette
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2382.00
State Share:	\$2382.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This request is retroactive because Melissa originally applied for tuition assistance in March of this year and the employee was denied assistance. The employee submitted the application within the required timeframe; however, funding was not available due to increased funding requests. In late May, two students withdrew from their classes, opening up funds to pay for Melissa's course. It was too late to process the application through the Governor & Executive Council in time for payment to be made to the institution by May 22nd. Melissa had to personally pay the institution for the course or be dropped. I am requesting the approval of funds so the institution can refund Melissa the amount paid for this course.

This course, *Human Behavior in the Social Environment III*, will benefit the Department and Melissa Vermette by allowing the employee to best serve the constituents in our community who interface with the Division for Children, Youth & Families (DCYF). The skills gained from this course will help Melissa to better understand community needs and formulate responses in a way that addresses a person's need to be heard, validated and treated with dignity. *Human Behavior in the Social Environment III* specifically addresses the etiology of major mental illnesses, with the intention of developing skills in the field of Psychopathology. This course provides an effective working knowledge of the biological and psychosocial bases of the major mental disorders; the behavioral symptomatology that characterizes them; and their classification according to the DSM-5 system of classification.

Completing this course is also part of Melissa's longer term goal of obtaining a Master's of Social Work (MSW) through the University of New Hampshire. Melissa has been in her current role with Constituent Relations, DCYF for three (3) years. In this role, the employee is responsible for communicating with both families and other community professionals around their experiences with the division. This may include addressing concerns, validating perspectives, validating experiences, and reporting of concerns for agency response. Prior to this role, Melissa was a supervisor in the Concord office for six (6) years and worked as a Child Protective Service Worker (CPSW) for seven (7) years.

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
Interim Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 7th day of June 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Melissa Vermette (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 \$2382.00, which monies shall be used for the purpose of enrolling the Recipient in: Human Behavior and he Social Environment III (course name), which course(s) is being offered by the University of New Hampshire and which course(s) shall commence on May 22, 2023 and terminate on July 14, 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) Melissa Vermette

(printed name) Melissa Vermette

NOTARY

State of New Hampshire, County of Merrimack:

On this the 9 day of June, 2023, before me, Erica Kelley, the undersigned officer, personally appeared, Melissa Vermette (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.

Erica Kelley
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) [Signature]

(date) _____

(printed name, title) Ann Landry, Associate Commissioner

Vermette, M - Ed Agreement not notarized 05222023

ERICA L. KELLEY - Notary Public
State of New Hampshire
My Commission Expires April 21, 2026