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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 14, 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 \$1,410.75 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03101
Course Title(s):	Principles of Environmental Health
Course Date(s):	Begin: 9/18/2023 End: 11/26/23
Employee:	Ann Dunn
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1410.75
State Share:	\$1410.75
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Principles of Environmental Health*, will benefit the Department and Ann Dunn by allowing the employee to analyze environmental health hazards, recommend appropriate intervention strategies, and recommend appropriate measurements for monitoring success. *Principles of Environmental Health* examines the basic concepts in environmental sciences, the health impact of various environmental exposures, and the public health approach to controlling and eliminating environmental health risks.

Completing this course is also part of Ann's longer term goal of obtaining a Master's of Public Health. Ann has been with the Department of Public Health for two (2) years and is currently a Laboratory Scientist III working in the Environmental Microbiology unit of the Public Health Lab. In this role, Ann analyzes, reports, and interprets laboratory testing data from a wide range of sources, to identify, confirm, and quantitate biological components in clinical and environmental samples. This education will directly impact Ann's ability to train, direct, and oversee new employees, as well as improve communications between physicians, nurses, health care workers, and representatives of outside agencies regarding the notification and interpretation of laboratory test results and methodologies.

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 21 day of April 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Ann Dunn (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 1410.75, which monies shall be used for the purpose of enrolling the Recipient in: Principles of Environmental Health (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on September 18th 2023 and terminate on November 26th 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) Ann Dunn (printed name) Ann Dunn

NOTARY State of New Hampshire, County of Merrimack:

On this the 27 day of April, 2023, before me, Melissa Guenther the undersigned officer, personally appeared, Ann Dunn (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.

Melissa Guenther
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) Ann Landry (date) 21/4/23
(printed name, title) Ann Landry, Associate Commissioner

MELISSA A. GUENTHER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 29, 2026