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Lori A. Weaver  
Commissioner

Morissa Henn  
Deputy Commissioner

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

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September 04, 2024

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 \$1,433.75 as follows:

Institution:	Southern New Hampshire University P.O. Box 55008 Boston, MA 02205-5008
Course Title(s):	Optimizing Brands
Course Date(s):	Begin: 10/14/24 End: 12/22/24
Employee:	Rebecca Lovell
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,433.75
State Share:	\$1,433.75
Source of Funds:	Employee Training; 20% Federal, 80% General

### EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Rebecca Lovell by improving the overall efficiency of the employee's work. Rebecca will develop the knowledge needed to develop materials for education and outreach to our stakeholders and the public while bringing brand awareness of the Public Health Laboratory role in the health of New Hampshire citizens through surveillance and testing. Completing this course is also part of Rebecca's longer-term goal of obtaining a Master's degree in Public Administration.

This Course, *Optimizing Brands*, will benefit the DHHS and Rebecca by enhancing knowledge in how organizational leaders balance brand management and its relationship with impactful marketing strategies. This employee will develop skillsets with key brand elements of identity, trust, and building habit-forming brand experiences to develop a marketing strategy for an organization.

Rebecca Lovell has been employed with the DHHS for Sixteen (16) year(s) and currently serves as a 19-1020 Biologist Scientist-6 (Microbiologist) in the Bureau of Emergency Preparedness, Response, and Recovery, Division of New Hampshire Public Health. In this position, Rebecca is the technical lead for the conventional bioterrorism testing program and is responsible for overseeing and evaluating the work of laboratory scientists, laboratory assistants, and laboratory helpers. Additionally, this employee collaborates with federal agencies and other state laboratories to develop new procedures, writing grant applications including budgets, and develops long and short-term goals or objectives for Arboviral surveillance and emergency response for new or re-emerging diseases.

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,



*fu* Lori A. Weaver  
Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22 day of August 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Rebecca Lovell (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 \$1433.75 MBA-645 Optimizing Brands (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on October 14, 2024 terminate on December 22, 2024
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 R Lovell (signature) Rebecca Lovell (printed name)

NOTARY State of New Hampshire, County of Merimack:

On this the 22 day of August, 2024 before me, Holly Zielonko the undersigned officer, personally appeared, Rebecca Lovell (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.

Holly Zielonko  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) [Signature] (date) 9/3/24 (printed name, title) Ann H. Landry  
Assoc. Commissioner

My Commission Expires December 7, 2027  
State of New Hampshire  
HOLLY E. ZIELONKO - Notary Public