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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 1, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

Requested Action

The Department of Safety, Division of State Police, requests **retroactive** authorization to enter into an Educational Tuition Agreement and to pay the costs not to exceed \$799.00.

Institution: Lakes Region Community College
379 Belmont Road
Laconia, NH 03246

Vendor Code: 177902-B003

Course Title: Advanced Emergency Medical Technician

Course Date: January 18, 2016 through May 9, 2016

Employee: Christopher E. Ladd
State Police Trooper I

Distribution Code: 02-23-23-234015-40030000-020-500802
Current Expenses/Educational Training (Tuition)

Total Cost of Course: \$799.00

State Share: \$799.00

Source of Funds: 25% Highway Funds, 22.85% Turnpike Funds, 52.15% General Funds

Explanation

This request is **retroactive** as the Trooper discovered at the end of December 2015 that this training was being offered beginning January 18, 2016. Trooper Ladd immediately requested approval per the Division's internal protocol and, once the approval was given, the Division began preparing a request to be presented to Governor and Council. The New Hampshire State Police Special Weapons and Tactics (SWAT) Unit has a Tactical Emergency Medical Support (TEMS) program which is the industry standard for tactical teams in the United States. This preferred program mandates that tactical units have Advanced Emergency Medical Technicians and/or paramedics inherent to the unit. To date, the State Police has one senior trooper serving as paramedic with the unit; therefore, with Trooper Christopher Ladd attending this AEMT Course, this will provide for not only a trained back-up paramedic for the SWAT Unit, but also a replacement paramedic, as needed in the future, to provide continuity of the TEMS program.

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The Advanced Emergency Medical Technician (AEMT) course will provide Trooper Ladd with a scope of practice that will allow him to perform certain techniques and use of specialized equipment, such as the administration of IVs and the administration of certain drugs, including narcotics, for life saving reasons.

A fully executed educational tuition agreement is attached.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety



EDUCATIONAL TUITION AGREEMENT

Agreement dated this 25th day of January 2016 by and through the Department of Safety (hereinafter referred to as the "State") and Christopher E. Ladd (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 \$799.00, which monies shall be used for the purpose of enrolling the Recipient in:

Advanced Emergency Medical Technician

which course(s) is being offered by Lakes Region Community College and which course(s) shall commence on January 18, 2016 and terminate on May 19, 2016.

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 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 one year.
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 or 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 courses are satisfactorily completed, the value of said credit to be calculated on a pro-rata basis.
7. The Recipient shall not raise any set-off 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 reasonable amount in "attorney" fees.

9. The Recipient understands that future funding for educational courses is dependent on the demand for financial support of such courses and the availability and continued appropriation of funds. In the event of a reduction or termination of funds, the State shall in no way be liable for future expenses related to completing degree program beyond the above mentioned course(s).

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

THE STATE OF NEW HAMPSHIRE

Chris Ladd

John J. Barthelmes

Christopher E. Ladd

Commissioner of Safety, John J. Barthelmes

STATE OF NEW HAMPSHIRE, County of *Cross*

On this the *26th* day of *January*, 20*16* before me, *Christopher Ladd*
the undersigned officer, personally appeared, 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 hereunto set my hand and official seal.

Janet McKeown
Notary Public/Justice of the Peace
exp 4/17/18