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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

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October 1, 2019

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 \$1,881.00 as follows:

Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Principles of Public Health
Begin: 10/28/2019 End: 01/12/2020
Stephanie Clark
05-95-95-953010-56770000-066-500544
\$1,881.00
\$1,881.00
Employee Training, 25% Federal, 75% General



Jeffrey A. Meyers

Commissioner

EXPLANATION

This course, Principles of Health, will benefit the employee and the Department as it is the first class in the Master's of Public Health Program at Southern New Hampshire University (SNHU). This course covers the history and structure of the public health system, the ten essential services, and core knowledge needed to understand complex factors impacting health behaviors in the community. This course will give Ms. Clark a better understanding of public health outside of the laboratory environment, and help create connections between the testing provided by Ms. Clark, and the people it helps. By completing the Master's of Public Health degree, Ms. Clark will understand the connections between the Public Health Lab and the other sections of the Division of Public Health, and strengthen inter-department cooperation.

Stephanie Clark has been employed by the Department of Health and Human Services, Division of Public Health as a Laboratory Scientist III, in the Environmental Microbiology unit of the Public Health Lab for just over a year. She participates in dairy and food microbiological testing, shellfish toxin testing, and rabies virus detection. She tests restaurant food, milk from New Hampshire dairy farms, and locally harvested shellfish for bacteria that could potentially cause illness if consumed. She also tests shellfish for harmful Paralytic Shellfish Poison. In addition, if a person has been exposed to an animal that could be rabid, she conducts rabies testing on the animals in order to help the Public Health Nurses advise their patients regarding the need for prophylactics.

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.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,

Jeffrey A. Meyers Commissioner

THE STATE OF NEW HAMPSHIRE



Agreement dated this 16 day of September 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Stephanie Clark (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 \$1881.00, which monies shall be used for the purpose of enrolling the Recipient in: Principles of Public Health, which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on October 28 2019 and terminate on January 12 2020.
- 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 (printed name) Stephanic Clark (signature) State of New Hampshire, County of NOTARY and Ra White the undersigned officer, personally appeared, On this the day of before me _ (recipien) known to me (or satisfactorily proven) to be the person whose name is subscribed to the Maria Charl ithin 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. ublic/Justice THE ST (signature) (date Commissioner (printed name, title) 1 of 1

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