



Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

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December 5, 2022

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 \$1,832.25 as follows:

Institution:	University of Florida S113 Criser Hall PO Box 114050 Gainesville, FL, 32611
Course Title(s):	VME6613 – Forensic Toxicology I
Course Date(s):	Begin: 01/09/2023 End: 04/26/2023
Employee:	Ayla Mirolo
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,832.25
State Share:	\$1,832.25
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This course, Forensic Toxicology I, will benefit the Department and the employee as it will give Ms. Mirolo a greater understanding of chemical and virological analysis. Forensic Toxicology I exposes students to the concepts, procedures, processes, and terminology routinely encountered in the execution of applied toxicological analyses. The objective of this course is to educate students in the theoretical and physical aspects of drug and analytical chemistry as it applies to toxicology. Through this course, Ms. Mirolo will become familiar with new chemical testing methods, as well as a more in-depth focus on assays already implemented in the laboratory, such as immunoassays. This knowledge of available and applicable testing methods used by the Public Health Laboratories will allow Ms. Mirolo to better serve the citizens of the State of New Hampshire.

Ayla Mirolo is a Laboratory Scientist III, who has worked in the virology unit of the Department of Health and Human Services, Public Health Laboratories for three (3) years. She was instrumental in the covid-19 pandemic response and worked countless overtime hours to assist the state in providing covid-19 testing for its citizens. She is a vital member of the virology unit, providing key testing in blood borne pathogens and sexually transmitted diseases, and also assists in the molecular diagnostics and central receiving units. By completing a Master's in Forensic Science degree, Ms. Mirolo will understand how to help implement better and more effective analytical testing within the Public Health Laboratory and other sections of the Division of Public Health into the future, and strengthen inter-department cooperation.

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,



Lori A. Weaver
Deputy Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 22 day of November 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Ayla Mirolo (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 \$1832.25, which monies shall be used for the purpose of enrolling the Recipient in: VME6613 Forensic Toxicology I, which course(s) is being offered by University of Florida and which course(s) shall commence on January 09, 2023 and terminate on April 26, 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) [Signature] (printed name) Ayla Mirolo

NOTARY State of New Hampshire, County of Hammock:

On this the 22 day of Nov, 2022, before me, Melissa Guenther the undersigned officer, personally appeared, Ayla Mirolo (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.

[Signature]
MELISSA A. GUENTHER
Notary Public
My Commission Expires
September 29, 2024

THE STATE OF NEW HAMPSHIRE

(signature) [Signature] (date) 12.7.22

(printed name, title) Lori Weaver, Deputy Commissioner