

IE



Lori A. Weaver  
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 3, 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 \$1,433.75 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	MBA-580: Innovation & Strategy in High-Performance Organizations
Course Date(s):	Begin: 09/18/2023 End: 11/26/2023
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 course, *Innovation & Strategy in High-Performance Organizations*, will benefit the Department and Rebecca Lovell by helping the employee to lead the Public Health Laboratory and other sections of the Division of Public Health into the future as well as strengthening inter-departmental collaboration. *Innovation & Strategy in High-Performance Organizations* focuses on cultivating innovative thinking and processes and applying them in developing successful business strategies.

Rebecca has been employed with the Department of Health and Human Services for 15 years and currently serves as a Microbiological Expert and unit supervisor of the Arbovirus/Emergency Response unit for NH Public Health Laboratories. In addition to her responsibilities with arboviral surveillance and emergency response, Rebecca also serves as the technical lead for the conventional bioterrorism testing program.

This education will directly impact Rebecca's job performance at DHHS. Rebecca will learn to incorporate strategic approaches to develop long and short-term organizational goals and objectives in the areas of emergency response and emerging infections. Completing this course is also part of Rebecca's longer-term goal of obtaining a Master's in Business Administration with a concentration in Public Administration.

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  
Commissioner



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 26 day of July 2023 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, which monies shall be used for the purpose of enrolling the Recipient in: MBA-580 Innovation and Strategy for High-Performance Organizations, which course(s) is being offered by Southern NH University and which course(s) shall commence on September 18 2023 and terminate on November 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 Rebecca Lovell (signature) 7/26/23 (printed name)

NOTARY State of New Hampshire, County of Hillsborough

On this the 26th day of July 2023, before me Barbara White, 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. Barbara White  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE  
(signature) [Signature]  
(printed name, title) Ann Landry, Associate Commissioner  
(date) 8/3/2023

BARBARA A. WHITE - Notary Public  
State of New Hampshire  
My Commission Expires December 21, 2027