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Lori A. Weaver
Interim Commissioner

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

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June 28, 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 \$3,000.00 as follows:

Institution:	NHTI – Concord's Community College 31 College Drive Concord, NH 03303
Course Title(s):	Nursing IIB: NURS 117C
Course Date(s):	Begin: 08/28/2023 End: 12/16/2023
Employee:	Renee Chouinard
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$4,325.00
State Share:	\$3,000.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Nursing IIB:NURS117C*, will benefit the Department and Renee Chouinard by providing the employee with more knowledge regarding medical and mental health conditions of the patients at New Hampshire Hospital's psychiatric unit. *Nursing IIB:NURS117C* expands the concepts of nursing knowledge and caring to support growth and development over a person's life cycle. This course focuses on effective therapeutic communication and on universal, developmental, and health deviation self-care requirements in mental health and medical surgical nursing.

Completing this course is also part of Renee's longer term goal of obtaining an Associates in Nursing. Renee has been in State service for six (6) years and is currently a Mental Health Worker II at New Hampshire Hospital. In this role, the employee supervises and provides specialized services to patients and residents with moderately difficult problems. It is Renee's goal to provide patients with excellent care; this course will help the employee to recognize signs and symptoms of medical and mental health conditions and determine how to care for patients/residents experiencing those symptoms.

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
Interim Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 09th day of June 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Renee Chouinard (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 \$3,000.00, which monies shall be used for the purpose of enrolling the Recipient in: Nursing IIB: NURS117 (course name), which course(s) is being offered by NHTI and which course(s) shall commence on August 28, 2023 and terminate on December 16, 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 Renee Chouinard (signature) Renee Chouinard (printed name)

NOTARY State of New Hampshire, County of Carroll :

On this the 23 day of June, 2023, before me, Renee Chouinard the undersigned officer, personally appeared Renee Chouinard (recipient) known to me (or satisfactorily proven) to be the person whose name is subscribed to this 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.

Tammie Rogers
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE
(signature) [Signature] (date) 6/29/23
(printed name, title) Ann Landry, Associate Commissioner