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

Lori A. Weaver
Commissioner

Morissa Henn
Deputy 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

March 13, 2024

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 \$705.00 as follows:

Institution:	Manchester Community College 1066 Front St. Manchester, NH 03102
Course Title(s):	Human Growth and Development
Course Date(s):	Begin: 05/20/2024 End: 08/10/2024
Employee:	Sandy Lisa Healy
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$705.00
State Share:	\$705.00
Source of Funds:	Employee Training, 20% Federal, 80% General

EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Sandy Lisa Healy by improving the overall efficiency of the employee's work. Sandy Lisa will incorporate the knowledge gained from this course into the current position by better exchanging information and ideas, both verbally and non-verbally, as well as interacting more clearly and logically with patients, family members, physicians, peers and other medical personnel.

This course, *Human Growth and Development*, will benefit the Department and the employee by allowing Sandy Lisa to examine human growth and development with an emphasis on the physical, cognitive, social and emotional dimensions from the prenatal period to later adulthood.

Sandy Lisa has been employed by the Department of Health and Human Services for Four (4) years, in the current position of 31-1130 Nursing Assistant-2 (Mental Health Worker) with New Hampshire Hospital. This employee contributes to direct care services for patients in an acute psychiatric care facility setting, documenting patient behaviors while maintaining patient confidentiality at all times.

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 course 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 22 day of January, 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Sandy Healy (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 \$705.00, which monies shall be used for the purpose of enrolling the Recipient in: Human Growth and Development, which course(s) is being offered by Manchester Community College and which course(s) shall commence on May 20th, 2024 and terminate on August 10th, 2024.
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) Sandy Healy (printed name) SANDY HEALY

NOTARY State of New Hampshire, County of Merrimack :

On this the 22 day of January 2024, before me, Julie Stewart-Phelps, the undersigned officer, personally appeared, Sandy Healy (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.

Julie Stewart-Phelps
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) [Signature] (date) 3/11/2024
(printed name, title) Ann Landry, Associate Commissioner

JULIE A. STEWART-PHELPS
Notary Public, State of New Hampshire
My Commission Expires March 24, 2026