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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

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June 12, 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 \$1,050.00 as follows:

Institution:	Manchester Community College Attn: Business Office 1066 Front Street Manchester, NH 03102
Course Title:	Human Anatomy and Physiology I
Course Date:	Begin: 08/26/2024 End: 12/14/2024
Employee:	Sandy Lisa Healy
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course:	\$1,050.00
State Share:	\$1,050.00
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. Knowledge gained from this course will enable Sandy Lisa to forward the mission of New Hampshire Hospital "To help citizens with acute mental illness stabilize their conditions and live their best lives. Completing this course is part of Sandy Lisa's longer-term goal of obtaining an Associate Degree in Nursing.

This Course, *Human Anatomy and Physiology I*, introduces in-depth information in molecular and cell biology as well as human cells, tissues and organ systems, DNA and RNA structure and the formation of proteins, as well as basic cellular respiration.

Sandy Lisa Healy has been employed with the DHHS for four (4) year(s) and currently serves as a 31-1130 Nursing Assistant – 2 (Mental Health Worker II) with New Hampshire Hospital. In this position, under the direction of the registered nurse, this employee carries out assigned tasks and contributes to direct care services for patients in an acute psychiatric care facility setting, documents patient behaviors while always maintaining patient confidentiality.

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 to 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 5th day of June, 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 \$1,050.00, which monies shall be used for the purpose of enrolling the Recipient in: Human Anatomy and Physiology, which course(s) is being offered by Manchester Community College and which course(s) shall commence on August 26th 2024 and terminate on December 14th 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 5 day of June, 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) Ann Lantry

(date) 6/10/2024

(printed name, title) Ann Lantry, Associate Commissioner

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