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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Jeffrey A. Meyers
Commissioner

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November 29, 2016

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

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REQUESTED ACTION

For consideration on the Consent Calendar, authorize the Department of Health and Human Services, to enter into an educational tuition agreement and to pay said costs in an amount of \$1,614.00 as follows:

Institution: NHTI Concord's Community College
 31 College Drive
 Concord NH, 03301

Course Title(s): Contemporary Ethical Issues & Introduction to Chemistry

Course Date(s): Begin: 01/17/2017
 End: 05/08/2017

Employee: Dodji Aboussa

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$1614.00

State Share: \$1614.00

Source of Funds: Employee Training

EXPLANATION

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.

Mr. Aboussa is a Mental Health Worker II at New Hampshire hospital pursuing associate degree in Nursing. Mr Aboussa has been employed with the state for 17 months working directly with clients at the State psychiatric hospital. These courses will allow him to better serve the clients at NH Hospital.

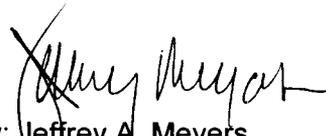
Mr. Aboussa has requested funding for two courses required in the Nursing curriculum, specifically Introduction to Chemistry and Contemporary Ethical Issues. These courses will incorporate the principles and concepts from nursing knowledge and liberal arts education utilizing critical thinking, clinical reasoning and humanistic values allowing Mr. Aboussa to be a more productive member of the clinical team treating clients at NH Hospital.

These courses are part of completing an Associate of Science degree with a focus on Nursing. This degree allows for a better understanding of the nursing process, clinical reasoning and evidence based practice in assisting clients as they work toward re-integrating back into the community.

This course will not be taken on State time.

Attached is a fully executed Tuition Agreement for your review.

Respectfully submitted,



Approved by: Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 29 day of Nov 2016 by and through the Department of Administrative Services (hereinafter referred to as the "State) and Dodji Aboussa (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 \$1614, which monies shall be used for the purpose of enrolling the Recipient in: Introduction to Chemistry & Contemporary Ethical Issues (course name), which course(s) is being offered by NH Technical Institute and which course(s) shall commence on 01/17 2017 and terminate on 05/08 2017.
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) Dodji Aboussa

THE STATE OF NEW HAMPSHIRE
(signature) [Signature]
(printed name, title) _____

State of New Hampshire, County of Merrimack

On this the 2nd day of December, 2016, before me, Dodji Aboussa, the undersigned officer, personally appeared, Barbara McCann (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]
Notary Public/Justice of the Peace

