



Lori A. Weaver
Commissioner

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

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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 \$1,719.90 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Advanced Information Technology
Course Date(s):	Begin: 09/18/2023 End: 11/26/2023
Employee:	Jacob Feinberg
Funding Source:	05-95-90-903510-24680000-066-500544
Total Cost of Course(s):	\$1,719.90
State Share:	\$1,719.90
Source of Funds:	PH Crisis Workforce Development Funds; 100% Federal

EXPLANATION

This course, *Advanced Information Technology*, will benefit the Department and Jacob Feinberg by allowing the employee to aid in the advancement of the laboratory information management system (LIMS) program as well as implement other information technology solutions for New Hampshire's Public Health Laboratory. *Advanced Information Technology* focuses on the principles and practices underlying the analysis, design, implementation, and management of information technology systems.

Jacob has been employed with the Department of Health and Human Services for almost two (2) years and currently serves as a Laboratory Scientist III with the Division of Public Health. In this role, Jacob performs laboratory tests, analyzes data, and reports results on a wide range of sources in support of public health activities. This employee also oversees the central receiving area, enters data into LIMS, and queries the database to gather information for lab users and prepare statistical reports for management and clients.


This education will directly impact Jacob's job performance at DHHS. The information learned in this course will help the employee evaluate and design modules in LIMS to ensure completeness and accuracy. It will also help Jacob to troubleshoot any issues that may occur with LIMS. Completing this course is also part of Jacob's longer term goal of obtaining a Master's in Information Technology.

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 18 day of July 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Jacob Feinberg (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 \$1,719.90, which monies shall be used for the purpose of enrolling the Recipient in: Advanced Information Technology, which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on 18 September 2023 and terminate on 26 November 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

(signature)

Jacob Feinberg

(printed name)

Jacob Samuel-Maurice Feinberg

NOTARY

State of New Hampshire, County of Merrimack

On this the 28th day of July, 2023, before me, Barbara A. White, the undersigned officer, personally appeared, Jacob Feinberg (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 A. White
Notary Public/Justice of the Peace

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

THE STATE OF NEW HAMPSHIRE

(signature)

Ann Landry

(date)

8/3/2023

(printed name, title)

Ann Landry, Associate Commissioner