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Lori A. Weaver
Commissioner

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

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September 20, 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 \$891.00 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Cybersecurity Foundations
Course Date(s):	Begin: 10/23/2023 End: 12/17/2023
Employee:	Shaun Runyon
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$891.00
State Share:	\$891.00
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Cybersecurity Foundations*, will benefit the Department and Shaun Runyon by allowing the employee to develop the skills needed to assist with issues that require a higher level of expertise in developing ScriptLink code for our electronic health system at New Hampshire Hospital. Currently, the electronic health system is through a third party vendor and Shaun's overall goal is to reduce those added costs to the State of New Hampshire. *Cybersecurity Foundations* focuses on basic cybersecurity concepts, objectives and design principles as well as exploring common cyber threats and developing basic strategies to protect against them.

Shaun has been with the Department of Health and Human Services for over ten and a half (10.5) years and is currently employed as a Program Specialist III in the Information Systems Department at New Hampshire Hospital. In this role, Shaun is tasked with completing several ongoing projects to improve the electronic health record by ensuring that required data is captured accurately and developing ways to reduce the amount of time the clinical staff spend on documentation. Completing this course is also part of Shaun's longer term goal of obtaining a Bachelor's Degree 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,



81
Lori A. Weaver
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 17th day of August 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Shaun Runyon (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 \$891.00, which monies shall be used for the purpose of enrolling the Recipient in: Cybersecurity Foundations (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on October 23, 2023 and terminate on December 17, 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) [Signature] (printed name) Shaun Runyon

NOTARY State of New Hampshire, County of Belknap:

On this the 17th day of August 2023, before me, Erik Steuer, the undersigned officer, personally appeared, Shaun Runyon (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



THE STATE OF NEW HAMPSHIRE

(signature) [Signature] (date) 8/17/23 (printed name, title) Ann Landry, Associate Commissioner