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

Lori A. Weaver  
 Commissioner

Morissa S. 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

January 9, 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 \$1433.25 as follows:

Institution:	Southern New Hampshire University PO Box 55008 Boston, MA 02205-5008
Course Title(s):	Operating Systems
Course Date(s):	Begin: 02/26/2024 End: 05/05/2024
Employee:	Jacob S. Feinberg
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1433.25
State Share:	\$1433.25
Source of Funds:	Employee Training, 20% Federal, 80% General

### EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Jacob Feinberg by improving the overall efficiency of the employee's work. It will enhance this employee's skills related to information technology. New Hampshire Public Health Laboratory (PHL) is working to enhance the Laboratory Information Management System (LIMS). This course is one part of a larger degree that will help Jacob Feinberg to be a better asset to the PHL team and DHHS overall, as data in LIMS is also used by other bureaus.

This course, *Operating Systems*, focuses on how operating systems function, analysis of the hardware-software interface, and the role of firmware in supporting operating system organization and functionality in system architectures. This employee will evaluate techniques used in process and thread management, scheduling, inter-process communication, and synchronization to assure that processes and threads are given access to system resources. The course also will enhance the employee's ability to assess file systems, input/output, and device management techniques for their utility in data management, along with the applicability of and issues associated with technologies used in multiprocessor systems.

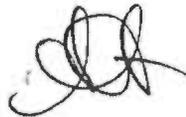
Jacob Feinberg has been employed with the Department of Health and Human Services for two (2) years and currently serves as a Laboratory Scientist III for the Division of Public Health, Public Health Laboratories. In addition to analyzing and reporting results on human, animal, and environmental specimens, and evaluating the performance of test systems, Jacob assists with the LIMS department upgrades to individual machines used for sample analysis, and those machines need to interface with the LIMS.

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 28 day of December 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 \$1,433.25, which monies shall be used for the purpose of enrolling the Recipient in: Operating Systems (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on 26 February 2024 and terminate on 05 May 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) Jacob Feinberg

(printed name) Jacob Samuel-Maurice Feinberg

NOTARY State of New Hampshire, County of Merrimack:

On this the 28 day of December 2023, before me, Melissa Guenther, 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.

Melissa Guenther
Notary Public in the State of New Hampshire

NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 29, 2026

THE STATE OF NEW HAMPSHIRE

(signature) Ann Landry

(date) 1/10/2024

(printed name, title) Ann Landry, Associate Commissioner