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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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August 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 \$1,433.25 as follows:

| | |
|-----------------------|--|
| Institution: | Southern New Hampshire University PO Box 55008 Boston, MA 02202-5008 |
| Course Title: | Health Informatics |
| Course Date: | Begin: 10/14/24 End: 12/29/24 |
| Employee: | Ann Dunn |
| Funding Source: | 05-95-95-953010-56770000-066-500544 |
| Total Cost of Course: | \$1,433.25 |
| State Share: | \$1,433.25 |
| Source of Funds: | Employee Training; 20% Federal, 80% General |

EXPLANATION

This education will benefit the Department of Health and Human Services (DHHS) and Ann Dunn by improving the overall efficiency of the employee's work. It will help this employee in the development of technical skills and knowledge that will allow Ann to better serve DHHS and the residents of New Hampshire. Completing this course is the final step in Ann's pursuit to obtain a Master's Degree in Public Health.

This Course, *Health Informatics*, introduces the history and current state of healthcare and how the industry uses information systems. Ann will enhance skills with electronic medical record (EMR), laboratory and radiology systems to further explore how these and other industry trends can improve patient care.

Ann Dunn has been employed with the Department of Health and Human Services for three (3) year(s) and currently serves as a 19-1020 Biological Scientist-3 (Laboratory Scientist III) in the Division of Public Health, Public Health Laboratory. In this position, Ann is responsible analyzing samples for dairy and food microbiological testing, shellfish toxin testing, and rabies virus detection.

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

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THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 28 day of March 2024 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Ann Dunn (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 1433.25, which monies shall be used for the purpose of enrolling the Recipient in: Health Informatics (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on October 14th, 2024 and terminate on December 29th, 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) Ann Dunn (printed name) Ann Dunn

NOTARY ^{mg 4/2/24} State of New Hampshire, County of Merriam

On this the 12th day of April, 2024, before me, Melissa Guenther, the undersigned officer, personally appeared, Ann Dunn (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/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

(signature) [Signature]
(printed name, title) Ann H. Landry
Assoc. Commissioner

(date) 8/1/24
MELISSA A. GUENTHER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 29, 2026