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Lori A Weaver
Interim Commissioner

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

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December 22, 2022

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 \$3,000 as follows:

| | |
|--------------------------|---|
| Institution: | Southern New Hampshire University 33 South Commercial Street Manchester, NH 03101 |
| Course Title(s): | PHE-500: Principles of Public Health PHE-510: Public Health Biology |
| Course Date(s): | Begin: 01/30/2023 End: 06/25/2023 |
| Employee: | Krystle Mallory |
| Funding Source: | 05-95-95-953010-56770000-066-500544 |
| Total Cost of Course(s): | \$3,000 |
| State Share: | \$3,000 |
| Source of Funds: | Employee Training, 20% Federal, 80% General |

EXPLANATION

These courses, Principles of Public Health and Public Health Biology, will benefit the Department and the employee as they are part of a Master's in Public Health (MPH) program in which Ms. Mallory is enrolled. The intent of Principles of Public Health is to acquaint learners with the history of public health, the structure of the public health system, the ten essential services, and core knowledge areas in order to gain an understanding of the complex factors impacting health behaviors in the community. Public Health Biology will explore the biological basis of disease and will focus on the impact of diseases on public health decision making. The pathogenesis of various disease conditions is covered and how such pathogenesis could either be prevented or interrupted. This coursework will increase Ms. Mallory's understanding of public health principles and interventions which in turn will improve her ability to participate in planning/implementation of new interventions and programs within Public Health.

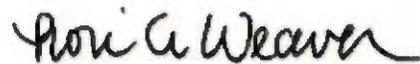
Krystle Mallory is currently employed by the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) as a Public Health Nurse Specialist, as well as serving as the Interim Program Manager for the Disease Investigation Team within the Infectious Disease Prevention, Investigation and Case Services Section (IDPICSS). IDPICSS is one section within the Bureau of Infectious Disease Control under the umbrella of DPHS. Ms. Mallory has been in state service for ten (10) years, five (5) of which have been in DHHS/DPHS. As the Interim Program Manager, Ms. Mallory serves as a Subject Matter Expert (SME) for Infectious Diseases and strongly believes this MPH program will increase her knowledge and understanding of Public Health.

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
Interim Commissioner



**THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT**

Agreement dated this 28th day of November, 2022 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Krystle Mallory (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 \$3,000, which monies shall be used for the purpose of enrolling the Recipient in: Principles of Public Health and Public Health Biology (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on January 30, 2023 and terminate on June 25, 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) Krystle Mallory

(printed name) Krystle Mallory

NOTARY State of New Hampshire, County of Merrimack:

On this the 28th day of November, 2022, before me, Jennifer S. Hart the undersigned officer, personally appeared, Krystle Mallory (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.

Jennifer S. Hart
Notary Public/Justice of the Peace

JENNIFER S. HART
Notary Public - New Hampshire
Commission Expires October 13, 2026

THE STATE OF NEW HAMPSHIRE

(signature) Lori Weaver

(date) 1/3/2023

(printed name, title) Lori Weaver, Interim Commissioner