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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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June 8, 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 \$1,433.25 as follows:

Institution:	Southern New Hampshire University 2500 North River Road Manchester, NH 03106
Course Title(s):	Social and Behavioral Sciences
Course Date(s):	Begin: 09/18/2023 End: 11/26/2023
Employee:	Krystle Mallory
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$1,433.25
State Share:	\$1,433.25
Source of Funds:	Employee Training; 20% Federal, 80% General

EXPLANATION

This course, *Social and Behavioral Sciences*, will benefit the Department and Krystle Mallory by improving the employee's ability to participate in the planning and implementation of new interventions and programs within the Division of Public Health. Krystle's goal is to forward the Department of Health and Human Services' guiding principle "Services will be designed to achieve measurable results in maintaining or improving health, well-being, and independence. Interventions will be monitored to determine effectiveness and used to assure positive outcomes."

Social and Behavioral Sciences provides a foundation in the application of social and behavioral sciences to public health. Social and behavior theories are examined in terms of understanding health-related behavior and applying these theories to health promotion. This course covers existing social inequalities in health status related to race, social class, and gender and the critical intersection between social risk factors, behavioral risk factors, and the development and implementation of public health interventions.

Completing this course is also part of Krystle's longer term goal of obtaining a Masters of Public Health. Krystle has been in state service for ten (10) years, of which the employee has served six (6) years in the Division of Public Health Services (DPHS). As the Infectious Disease Nurse Manager, Krystle serves as a subject matter expert for Infectious Diseases 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 Division of Public Health Services.

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
Interim Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 27 day of June 2023 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 \$1,433.25, which monies shall be used for the purpose of enrolling the Recipient in: Social and Behavioral Sciences (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on September 18, 2023 and terminate on November 26, 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.

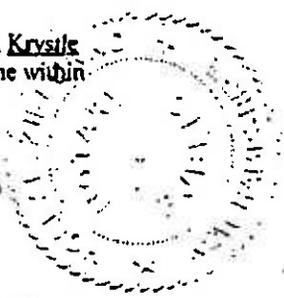
IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hands on the date first above written.

RECIPIENT Krystle Mallory (signature) Krystle Mallory (printed name)

NOTARY State of New Hampshire, County of Merrimack:

On this the 27 day of June 2023, before me, Holly Zielonko, 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. Holly Zielonko (signature)
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE
(signature) Ann Landry (date) 7/12/23
(printed name, title) Ann Landry, Associate Commissioner

HOLLY E. ZIELONKO - Notary Public
State of New Hampshire
My Commission Expires December 7, 2027