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

Lori A. Weaver
Commissioner

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Deputy Commissioner

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December 31, 2024

Her Excellency, Governor Kelly A. Ayotte
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 P.O. Box 55008 Boston, MA 02205-5008
Course Title(s):	Program Planning and Evaluation in Public Health
Course Date(s):	Begin: 03/24/2025 End: 06/01/2025
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 education will benefit the Department of Health and Human Services and Krystle Mallory by improving the overall efficiency of the employee's work. This in turn will allow Krystle to support the Public Health Nurse Unit and the overall responsibility of DHHS to "...achieve measurable results in maintaining or improving health, well-being, and independence" for the people of New Hampshire.

The course, *Program Planning and Evaluation in Public Health*, will provide Krystle with knowledge and experience in evaluating a program's effort toward a defined goal. This is directly applicable to achieving grant outcomes as defined by federal partners. Krystle also will learn about technologies and information systems used in the evaluation process. Completing this course is part of Krystle's pursuit of a master's degree in public health.

Krystle Mallory has been employed with DHHS for ten (10) years, two (2) years in the current position of 21-1090 MISC SOC SVC SPECS-6 (Infectious Disease Nurse Manager) with 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). This employee provides direct consultation services to health agencies and organizations to include providing information about policies and procedures, infectious disease control and prevention guidelines, control measures, and interpretations of state law.

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 1 day of November 2024 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 \$ 1433.25 , which monies shall be used for the purpose of enrolling the Recipient in: PHE-630: Prog Plan & Eval-Public Health (course name), which course is being offered by: Southern New Hampshire University and which course shall commence on March 24 2025 and terminate on June 01 2025
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 1st day of Nov, 2024, before me Diana Drago, 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.

Diana Drago
Notary Public/Justice of the Peace Signature

THE STATE OF NEW HAMPSHIRE

DHHS Commissioner or Designee Signature

(printed name, title) Ann H. Landay, Assoc. Commissioner

(date) 1/2/25

DIANA L DRAGO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 28, 2028