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Jeffrey A. Meyers
Commissioner

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

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July 29, 2019

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 \$3,000.00 as follows:

Institution: The University of North Carolina at Chapel Hill
135 Dauer Drive
Chapel Hill, NC 27599-7400

Course Title(s): HPM 944 Research and Doctoral Dissertation

Course Date(s): Begin: 08/20/2019
End: 12/13/2019

Employee: Elizabeth R. Daly

Funding Source: 05-95-95-953010-56770000-066-500544

Total Cost of Course(s): \$4,699.62

State Share: \$3,000.00

Source of Funds: Employee Training, 25% Federal, 75% General

EXPLANATION

This course, HPM 944 Research and Doctoral Dissertation, will benefit the Department by allowing Elizabeth R. Daly to complete her doctoral degree in public health, which enhances her ability to serve in the important leadership position she holds within the Department. Additionally, the specific research that Ms. Daly is conducting as part of her doctoral program is aimed at improving the public health epidemiology workforce in New Hampshire. Epidemiologists are responsible for researching and analyzing health data to understand health problems in the community. They also investigate outbreaks and other health threats, for example, the Pease drinking water contamination event in 2015 and the Legionnaires' disease outbreak in Hampton in 2018. Her dissertation research is focused on improving epidemiology workforce capacity, with specific activities focused on recruiting and retaining members of this highly specialized and much needed public health professional discipline here in New Hampshire.

Ms. Daly has been employed by the Department for fifteen (15) years and currently serves as the Chief of the Bureau of Infectious Disease Control (Administrator IV) within the Division of Public Health Services. In this role she oversees all infectious disease program areas including surveillance, outbreak response, immunizations, and prevention. She has helped to protect the public by contributing significantly to all infectious disease outbreak investigations and other public health responses that have occurred in New Hampshire over the last 15 years.

This course is the final required course in the University of North Carolina's (UNC) Doctor of Public Health (DrPH) degree program in Health Leadership, in which Ms. Daly is enrolled. UNC is ranked as the 2nd best School of Public Health in the country and the state will benefit from Ms. Daly's completion of this program. Ms. Daly maintains a long-standing commitment to improving the health of New Hampshire citizens as demonstrated by her decision to return to her home state of New Hampshire after receiving her Master of Public Health degree from Emory University in Atlanta, GA despite having competing job offers at the federal Centers for Disease Control and Prevention. It is her intention and desire to continue to serve the citizens of New Hampshire. Obtaining a DrPH degree will provide Ms. Daly with advanced public health leadership training to support the important leadership role she fulfills at the Department.

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 program 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,



Jeffrey A. Meyers
Commissioner



THE STATE OF NEW HAMPSHIRE
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 8 day of July 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Elizabeth R. Daly (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: HPM 944 Research and Doctoral Dissertation (course name), which course(s) is being offered by the University of North Carolina at Chapel Hill and which course(s) shall commence on August 20 2019 and terminate on December 13 2019.
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)

[Handwritten signature of Elizabeth R. Daly]

(printed name) Elizabeth R. Daly

NOTARY

State of New Hampshire, County of Merrimack

On this the 08 day of July, 2019, before me [Signature] the undersigned officer, personally appeared, Elizabeth Daly (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.

[Signature of Notary Public/Justice of the Peace]

THE STATE OF NEW HAMPSHIRE

(signature)

[Signature of J. Mays]

(date)

7/30/19

(printed name, title)

J. Mays
Commissioner