



Lori A. Weaver  
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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October 19, 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):	Biostatistics
Course Date(s):	Begin: 12/04/2023 End: 02/26/2024
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. Krystle's goal is to advance 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". Completing this course is also part of Krystle's longer term goal of obtaining a Masters of Public Health.

*Biostatistics*, examines the statistical principles that govern the analysis of data in public health and health sciences. This course covers exploratory data analysis, probability theory, confidence interval testing, hypotheses testing, power and sample size determination, and multivariable methods. Content also includes the communication of biostatistical results, procedures, and analysis to other health professionals and the general public for informing their decisions related to population-based health problems.

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 the 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  
Commissioner

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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: Biostatistics (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on December 4, 2023 and terminate on February 26, 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) [Signature]

(printed name) Krystle Mallory

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.

[Signature]  
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature) [Signature]

(date) 10.19.23

(printed name, title) Ann Landry, Associate Commissioner

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