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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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January 18, 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 \$3762.00 as follows:

Institution:	Southern New Hampshire University 2500 North River Rd Manchester, NH 03106
Course Title(s):	Global Health & Diversity and Biostatistics
Course Date(s):	Begin: 03/11/2019 End: 08/04/2019
Employee:	Kristie V. Holtz
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$3762.00
State Share:	\$3762.00
Source of Funds:	Employee Training, 100% General

EXPLANATION

These courses; Global Health & Diversity and Biostatistics, will benefit the employee and the Department as Global Health & Diversity will provide Ms. Holtz with a broad foundation in the structure of healthcare delivery systems and the political, financial, and social constructs affecting them. Biostatistics will provide a basic foundation of biostatistics and its role in public health and health services. These courses will increase Ms. Holtz's ability to analyze and evaluate the care provided to some of New Hampshire's most vulnerable residents. It will also enhance her skills in communication, critical thinking, relationship management, and offer her an in-depth understanding of the healthcare delivery system.

Kristie Holtz has worked as a Licensing and Evaluation Coordinator with the Department of Health and Human Services for over seven (7) years. Her duties include; analysis of medical records, interviews with healthcare facility personnel, and direct observation to evaluate the care received by patients or residents in various health care settings. She prepares deficiency reports based on inspections, using established principles of documentation for legal proceedings, and reviews corrective action plans. Ms. Holtz is also the state training coordinator for the division in support of the Clinical Laboratory Improvement Amendments (CLIA) program. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

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.

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 23rd day of January, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Kristie V. Holtz (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 \$3,762.00, which monies shall be used for the purpose of enrolling the Recipient in: Global Heath & Diversity and Biostatistics (course name), which course(s) is being offered by Southern New Hampshire University and which course(s) shall commence on March 11, 2019 and terminate on August 4, 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 Kristie V. Holtz]

(printed name) Kristie V. Holtz

NOTARY State of New Hampshire, County of Merrimack:

On this the 23rd day of January, 2019, before me, Frank E. Beck II, the undersigned officer, personally appeared, Kristie V. Holtz (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.

[Handwritten signature of Frank E. Beck II]
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature) [Handwritten signature of Lori Weaver]

(date) 2-1-19

(printed name, title) Lori Weaver Associate Commissioner