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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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September 17, 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:	Southern New Hampshire University 2500 North River Rd Manchester, NH 03106
Course Title(s):	Strategic Human Resource Management Health Policy and Law
Course Date(s):	Begin: 10/28/2019 End: 03/29/2020
Employee:	Kristie V. Holtz
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$3,762.00
State Share:	\$3,000.00
Source of Funds:	Employee Training, 25% Federal 75% General

**EXPLANATION**

These courses, Strategic Human Resource Management and Health Policy Law will benefit the employee and the Department by increasing Ms. Holtz's knowledge of key regulatory procedures and human resource requirements as they relate to applications in organizations, as well as the role of health law and policy in the healthcare system and the impact on access disparities. These courses will also further enhance her skills in communication, critical thinking, relationship management, and offer her an in-depth understanding of the healthcare delivery system.

Kristie Holtz has been employed by the Department of Health and Human Services for over ten (10) years and is currently a Licensing and Evaluation Coordinator with the Office of Program Support, Health Facilities Administration. 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 3<sup>rd</sup> day of Septmeber 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Kristie 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 3,000, which monies shall be used for the purpose of enrolling the Recipient in: Strategic Human Resource Management and Health Policy and Law (course name), which course(s) is being offered by Southern NH University and which course(s) shall commence on 10/28 2019 and terminate on 3/29 2020.
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)

Kristie Holtz

(printed name)

Kristie Holtz

NOTARY

State of New Hampshire, County of Merriamack :

On this the 3<sup>rd</sup> day of Sept, 20 19, before me, Ellen Macneil, the undersigned officer, personally appeared, Kristie 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.

Ellen Macneil  
Notary Public/Justice of the Peace

ELLEN M. MACNEIL - Notary Public  
State of New Hampshire  
My Commission Expires March 13, 2024

THE STATE OF NEW HAMPSHIRE

(signature)

Lori Weaver

(date)

9.17.19

(printed name, title)

Lori Weaver

fund-tuition-agree 10.2019

Associate Commissioner