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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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October 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 \$792.00 as follows:

Institution:	Portage Learning 2521 Darlington Road Beaver Falls, PA 15010
Course Title(s):	Introduction to Microbiology
Course Date(s):	Begin: 11/08/2019 End: 02/21/2020
Employee:	Kevin Luebker
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$792.00
State Share:	\$792.00
Source of Funds:	Employee Training, 25% Federal, 75% General

EXPLANATION

This course, Introduction to Microbiology, will benefit the employee and the Department by strengthening Mr. Luebker's understanding of microbiology. Introduction to Microbiology is an examination of the microbial world, with an emphasis on pathogens. Topics covered will include morphology, physiology, and genetics as well as the metabolic and enzymatic reactions associated. Virtual labs and interactive simulations with detailed instruction and demonstrations from an experienced microbiologist are also included. This is another step forward in Mr. Luebker's educational goals, where successful completion will allow him to enroll in classes in the two-year, undergraduate Pre-Professional Pharmacy program at the University of New England, which provides the minimum coursework required for admission into the Doctor of Pharmacy degree program, which is his ultimate goal.

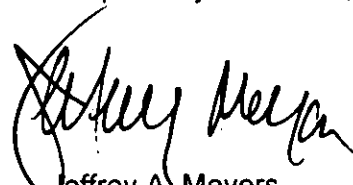
Kevin Luebker has been employed by the Department of Health and Human Services (DHHS) for more than four (4) years and is currently a Pharmacy Technician at New Hampshire Hospital. Duties entail selecting medications from shelves according to the prescription of a physician or other licensed prescriber under the direct supervision of a licensed pharmacist to fill prescriptions that are to be distributed to individuals or to units. Duties also include, packaging medications to be dispensed, generating computerized prescription labels and affixing prescription labels to medication containers in compliance with state and federal pharmacy rules, regulations and laws. Mr. Luebker works to ensure adequate levels of inventory, ordering additional supplies as necessary, and monitoring expiration dates of stock. Knowledge of medical terminology, trade names and generic names, weights and measures and pharmaceutical calculations is necessary, as is the ability to accurately interpret physicians' orders, count capsules and tablets, and measure other types of medication.

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 15th day of October, 2019 by and through the Department of Health and Human Services (hereinafter referred to as the "State") and Kevin Luebker (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 \$792.00, which monies shall be used for the purpose of enrolling the Recipient in: Introduction to Microbiology (course name), which course(s) is being offered by Portage Learning and which course(s) shall commence on November 8, 2019 and terminate on February 21, 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) [Handwritten signature of Kevin Luebker]

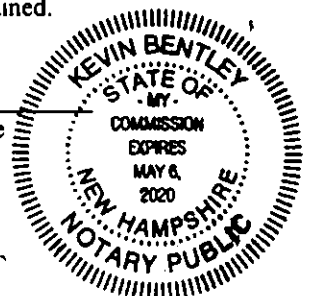
(printed name) Kevin Luebker

NOTARY State of New Hampshire, County of Merrimack:

On this the 15th day of October, 2019, before me, Kevin Bentley, the undersigned officer, personally appeared, Kevin Luebker (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 Kevin Bentley]
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE

(signature) [Handwritten signature of Lon Weaver]

(date) 10-18-19

(printed name, title) Lon Weaver
Associate Commissioner