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Lori A. Weaver  
Commissioner

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

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October 4, 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 \$2,995.00 as follows:

Institution:	Bay Path University 588 Longmeadow Street Longmeadow, MA 01106
Course Title(s):	Foundations in Public Health Practice
Course Date(s):	Begin: 10/30/2023 End: 12/21/2023
Employee:	Biram Saidybah
Funding Source:	05-95-95-953010-56770000-066-500544
Total Cost of Course(s):	\$2,995.00
State Share:	\$2,995.00
Source of Funds:	Employee Training; 20% Federal, 80% General

### **EXPLANATION**

This course, *Foundations in Public Health Practice*, will benefit the Department and Biram Saidybah by helping the employee to drive impactful policy initiatives and interventions that promote health equity and ensure improved health outcomes for all populations in the State of New Hampshire. *Foundations in Public Health Practice* focuses on the core areas of epidemiology and biostatistics, health promotion, environmental health, and health care administration in the public health arena.

Biram has been employed with the Department of Health and Human Services for one (1) year and currently serves as a Behavioral Health Cultural and Linguistic Competence Coordinator for the Office of Health Equity. In this role, Biram develops, implements and evaluates program initiatives to improve statewide service delivery and service access for historically oppressed and marginalized populations.

This education will directly impact Biram's job performance at DHHS. Biram will have the ability to strategically address health disparities and inequities within marginalized communities, employ evidence-based approaches and foster more effective collaboration with diverse stakeholders. Completing this course is also part of Biram's longer term goal of obtaining a Doctorate in Health Science.

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



THE STATE OF NEW HAMPSHIRE  
EDUCATIONAL TUITION AGREEMENT

Agreement dated this 09 day of August 2023 by and through the Department of Health and Human Services (hereinafter referred to as the "State) and Biram Saidybah (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 \$2995, which monies shall be used for the purpose of enrolling the Recipient in: Foundations in Public Health Practice (course name), which course(s) is being offered by Bay Path University and which course(s) shall commence on October 30th 2023 and terminate on December 21st 2023.
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) Biram Saidybah

NOTARY State of New Hampshire, County of Merrimack:

On this the 13<sup>th</sup> day of September 23, before me, Jessica Demers, the undersigned officer, personally appeared, Biram Saidybah (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) 9/21/23

(printed name, title) Ann Landry, Associate Commissioner

Saidybah, B - Ed. Tuition Agreement 10302023

JESSICA C. DEMERS - Notary Public  
State of New Hampshire  
My Commission Expires November 22, 202