



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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June 16, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

1.) Authorize the Department of Administrative Services (DAS) and the Department of Agriculture, Markets, and Food (DAMF) to enter into a Memorandum of Understanding, effective July 1, 2021 through June 30, 2023, identifying certain human resource management services to be provided by the DAS-Division of Personnel-Human Resources Support Unit in exchange for a total of \$56,715 paid by DAMF. **100% Revolving Funds.**

Funding is available in the SYF 2022-2023 operating budget and contingent upon the availability and continued appropriations in SFY 2022-2023 as follows:

02-18-18-181510-26050000 Product Scale – Testing Fund

	<u>FY 22</u>	<u>FY 23</u>
049 – 584914 Transfer to Other State Agencies	\$27,337	\$29,378

2.) Authorize the Department of Administrative Services (DAS) and the Department of Business and Economic Affairs (BEA) to enter into a Memorandum of Understanding, effective July 1, 2021 through June 30, 2023, identifying certain human resource management services to be provided by the DAS-Division of Personnel-Human Resources Support Unit in exchange for a total of \$74,438 paid by BEA. **100% General Funds.**

Funding is available in the SYF 2022-2023 operating budget and contingent upon the availability and continued appropriations in SFY 2022-2023 as follows:

03-22-22-220000 -20070000 Department of Business and Economic Affairs

	<u>FY 22</u>	<u>FY 23</u>
049 – 584914 Transfer to Other State Agencies	\$35,879	\$38,559

3.) Authorize the Department of Administrative Services (DAS) and the Office of Professional Licensure and Certification (OPLC) to enter into a Memorandum of Understanding, effective July 1, 2021 through June 30, 2023, identifying certain human resource management services to be provided by the DAS-Division of Personnel-Human Resources Support Unit in exchange for a total of \$121,760 paid by OPLC. **100% Agency Indirect Cost Recoveries.**

Funding is available in the SYF 2022-2023 operating budget and contingent upon the availability and continued appropriations in SFY 2022-2023 as follows:

01-21-21-211010-24040000 Office of Professional Licensure and Certification – Adm Support

	<u>FY 22</u>	<u>FY 23</u>
049 – 584914 Transfer to Other State Agencies	\$58,690	\$63,070

4.) Authorize the Department of Administrative Services (DAS) and the New Hampshire Department of Labor (DOL) to enter into a Memorandum of Understanding, effective July 1, 2021 through June 30, 2023, identifying certain human resource management services to be provided by the DAS-Division of Personnel-Human Resources Support Unit, in exchange for continued support of a Human Resources Technician position, to be assigned to DAS, and payment of a total of \$12,000 by DOL. **100% Agency Income.**

Funding is available in the SYF 2022-2023 operating budget and contingent upon the availability and continued appropriations in SFY 2022-2023 as follows:

02-26-26-260010-60000000 Department of Labor – Adm Support

	<u>FY 22</u>	<u>FY 23</u>
049 – 584914 Transfer to Other State Agencies	\$6,000	\$6,000

EXPLANATION

In FY 2021, the DAS Division of Personnel (DOP) worked with several agencies to pilot a new approach and unit, called the Human Resources Support Unit (HRSU), for the purposes of providing human resources (HR) management support services to smaller-sized agencies that cannot support a full HR team on their own.

The establishment of the HRSU is a component of the DOP's broader plan to modernize the State's personnel management practices. The goals of this plan include, among other activities, enhancing customer service to agencies and employees and developing statewide policies and standard operating procedures to standardize HR practices and ensure legal compliance statewide. This work includes adjusting DOP and agency HR roles to ensure that all agencies receive the top-notch HR services critical to achieving their missions.

Smaller agencies typically have one staff person, often doing HR work on a part-time basis, struggling to fulfill the agency's HR needs. Participating in the HRSU, which operates under the guidance of experienced and seasoned DOP staff, provides for more timely, comprehensive, and accurate HR support for these agencies.

For most agencies, the HRSU provides a full array of human resource and payroll services including, but not limited to:

- Advising on and entering position and employee transactions.
- Advising on position reclassification needs and processes.
- Overseeing employee reviews and increments.
- Assisting with disciplinary issues and actions.
- Helping employees as needed, including with extended leaves of absence.
- Overseeing timecard submissions for payroll.
- Conducting staffing analysis in support of the agency's strategic objectives.

Each inter-agency HRSU MOU identifies the HR support services to be provided and specifies the fee for such services. Service fees are based on the number of full- and part-time employees in the agency (using a full-time equivalent (FTE) count where part-time employees are counted as 0.5 FTE and per-diem employees as 0.15 FTE). Some agencies have chosen to retain certain human resource functions or to continue to fund an existing staff person to be re-assigned to the HRSU in lieu of a direct payment. In these situations, the allocation of human resource and payroll responsibilities, and/or adjustment to the service fee, is specified in the inter-agency MOU. Further, as outlined in each MOU, DOP works with participating agencies to evaluate the HRSU service provided and address any HRSU performance and service delivery concerns.

The agencies included in this request engaged initially with the DOP in FY 2021 to pilot the new HRSU approach and now wish to continue their agreements through the coming biennium (SFYs 2022-2023). During the next biennium, DOP will work with other smaller agencies to incrementally move their HR responsibilities to the HRSU, at the discretion of each agency.

Following Governor and Council approval of the four MOUs contained in this request, DAS will bring forward a separate request to establish a new accounting unit, a budget, and a new, temporary full-time position for the DAS-DOP HRSU.

The Department of Administrative Services requests approval of the four inter-agency HRSU MOUs included in this request.

Respectfully submitted,



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Agriculture, Markets and Food (DAMF) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the DAMF by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, DAMF will pay \$27,337 in FY 2022 and \$29,378 in FY 2023 to DAS.

B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting DAMF.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to DAMF, and other agencies served by the HRSU.

C. SCOPE OF WORK

Human resource support requests from DAMF shall be coordinated through a single designated liaison position within DAMF. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage DAMF personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the DAMF Business Office and DAS Budget Office, as needed.

- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

DAMF will approve and pay for any for-fee training for DAMF staff.

DOP and DAMF will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

D. PAYMENT FOR SERVICES

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

DAMF will pay \$6,834.25 per quarter in FY 2022 and \$7,344.50 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to DAMF. If DAMF determines that services provided are not satisfactory, the DAMF liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DAMF will resume responsibility for any and all required human resources management functions. In addition, DAMF will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES

Shawn N. Jasper
Shawn N. Jasper, Commissioner
Department of Agriculture, Markets and Food

5/12/2021
Date

Charles M. Arlinghaus
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

Approved by the Attorney General this ____ day of _____, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Signature

Printed Name and Title

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DAMF will resume responsibility for any and all required human resources management functions. In addition, DAMF will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES

Shawn N. Jasper
Shawn N. Jasper, Commissioner
Department of Agriculture, Markets and Food

5/12/2021
Date

Charles M. Arlinghaus
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Takhmina Rakhmatova

Signature

Takhmina Rakhmatova
Printed Name and Title

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Business and Economic Affairs (BEA) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the BEA by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, BEA will pay \$35,879 in FY 2022 and \$38,559 in FY 2023 to DAS.

B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting BEA.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to BEA, and other agencies served by the HRSU.

C. SCOPE OF WORK

Human resource support requests from BEA shall be coordinated through two designated liaison positions within BEA, one for the BEA Welcome Centers and another for all other sections of BEA. The liaisons will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include:

- Prepare and submit employee and position transactions (except for payout calculations) in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage BEA personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Provide backup support for timecard submission and payroll processing.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Assist, when needed, with certain recruitment functions, including revisions of supplemental job descriptions, certification of candidates, and submission to/ coordination with the DAS Budget Office.
- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).

- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

Under this agreement, BEA will continue to perform certain human resource functions:

- Prepare payouts for employee terminations and retirements.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Prepare and provide managerial review of employee evaluations.
- Prepare and enter job postings in NH FIRST and manage the application and hiring processes, except as noted above.
- Prepare higher-step waivers and offer letters.
- Approve and pay for any for-fee training for BEA staff.

DOP and BEA will work to resolve any issues regarding allocation of responsibilities between the agencies under this MOU; significant changes may require revision of this agreement.

D. PAYMENT FOR SERVICES

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

BEA will pay \$8,969.75 per quarter in FY 2022 and \$9,639.75 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to BEA. If BEA determines that services provided are not satisfactory, the BEA liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION


Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, BEA will resume responsibility for any and all required human resources management functions. In addition, BEA will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES



Taylor Caswell, Commissioner
Department of Business and Economic Affairs

5/18/2021
Date



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

Approved by the Attorney General this ____ day of _____, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Signature

Printed Name and Title

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to BEA. If BEA determines that services provided are not satisfactory, the BEA liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

F. MISCELLANEOUS

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G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, BEA will resume responsibility for any and all required human resources management functions. In addition, BEA will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES



Taylor Caswell, Commissioner
Department of Business and Economic Affairs

5/18/2021
Date



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Office of Professional Licensure and Certification (OPLC) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of human resource support services for the OPLC by staff within the DAS Division of Personnel (DOP). In exchange for such services, OPLC will pay \$58,690 in FY 2022 and \$63,070 in FY 2023 to DAS.

B. STAFF AND SUPERVISION

DAS will provide human resources staff within a Human Resources Support Unit (HRSU), under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting OPLC.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to OPLC, and other agencies served by the HRSU.

C. SCOPE OF WORK

Human resource support requests from the OPLC shall be coordinated through a single designated liaison position within OPLC, who will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include:

- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Provide back-up coverage for OPLC HR services, when needed.
- Assist with timecard submission and payroll, including processing of per-diem payroll payments for board members.
- Assist, as needed, with performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- Assist, as needed, with on-boarding of new hires, including participation in DOP's Day One orientation.
- Assist, as needed, in the support of employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers' compensation.
- Provide assistance with and final approval for extended leaves of absence for employees requesting FMLA, IPL, ADA, and workers compensation submissions.

- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

Under this agreement, OPLC will continue to perform certain human resource functions:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage OPLC personnel files.
- Prepare initial job reclassification request materials.
- Finalize reclassification request materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the OPLC Business Office and DAS Budget Office, as needed.
- Provide necessary information for timecard submission and payroll, including per-diem payments for board members.
- Oversee employee discipline, with assistance from HRSU and/or DOP staff as needed.
- Performance management, including the conduct of annual employee performance reviews.
- Decisions to withhold increments due to unsatisfactory performance.
- Implementation of employee safety, wellness, and award/recognition activities.
- Handling of union inquiries and OPLC-specific interactions.
- Accounts payable, including mileage reimbursement for board members.
- Right-to-know requests submitted specifically to OPLC.
- Verification of employment.
- Approval and payment for any for-fee training for OPLC staff.
- Any other matter delegated to the appointing authority under applicable laws and rules.

In addition, OPLC will provide training to HRSU staff on the per-diem rates and terms of payment for members of OPLC's various boards.

DOP and OPLC will work to resolve any issues regarding allocation of responsibilities between the agencies under this MOU; significant changes may require revision of this agreement.

D. PAYMENT FOR SERVICES

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

OPLC will pay \$14,672.50 per quarter in FY 2022 and \$15,767.50 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to the OPLC. If the OPLC determines that services provided are not satisfactory, the OPLC liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, OPLC will resume responsibility for any and all required human resources management functions. In addition, OPLC will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES



Lindsey Courtney, Executive Director
Office of Professional Licensure and Certification

May 24, 2021

Date



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21

Date

Approved by the Attorney General this _____ day of _____, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Signature

Printed Name and Title

STATE OF TEXAS
DEPARTMENT OF

I. SIGNATORIES

[Signature]
Lindsey Courtney, Executive Director
Office of Professional Licensure and Certification

May 24, 2021
Date

[Signature]
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Takhmina Rakhmatova
Signature

Takhmina Rakhmatova
Printed Name and Title

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Labor (DOL) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of all necessary human resource support services for the DOL by staff within the DAS Division of Personnel (DOP). In exchange for such services, DOL will provide and support one full-time human resource position, a Human Resource Technician, labor grade 17, to serve as part of a Human Resources Support Unit (HRSU) under the direction of the Division of Personnel (DOP), and pay \$6,000 in FY 2022 and \$6,000 in FY 2023 to DAS for space, telephone/computer services, supervision, and miscellaneous expenses.

B. STAFF AND SUPERVISION

DAS and DOL will be jointly responsible for hiring an employee to fill the Human Resources Technician position that will join the HRSU. If the position is filled at the execution of this MOU, the current employee will retain the position and their work location will be changed to the location of the applicable HRSU serving DOL (currently located at DOP's offices).

The Human Resources Technician position supported by DOL will be a member of the HRSU's staff and will function under the direction of DOP personnel.

DAS will provide additional human resource staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s), including the DOL-position dedicated to the HRSU.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to DOL, and other agencies served by the HRSU.

C. SCOPE OF WORK

Human resource support requests from the Department of Labor shall be coordinated through a single designated liaison position within DOL, who will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage DOL personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.

- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the DOL Business Office and DAS Budget Office, as needed.
- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

DOL will approve and pay for any for-fee training for DOL staff.

DOP and DOL will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU; significant changes may require revision of this agreement.

D. PAYMENT FOR SERVICES

DOL agrees to provide computer and telephone equipment, and to pay for the salary and benefits for the Human Resources Technician (LG 17) position assigned to the HRSU. DAS will pay for DOIT telecommunication service fees and provide any additional computer program licenses and access that is necessary.

DAS will provide office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

DOL will pay \$1,500 per quarter for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to the DOL. If the DOL determines that services provided are not satisfactory, the DOL liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff, including the position supported by DOL. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If the DOL-supported HRSU employee does not perform satisfactorily, DOL and DAS will coordinate in taking any disciplinary action, including termination, as needed.

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.


G. DURATION

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DOL will resume responsibility for any and all required human resources management functions and the DOL Human Resources Technician (LG 17) position will be relocated to the DOL office under the supervision of a DOL staff person. In addition, DOL will no longer be obligated to pay the \$500 per month HRSU fee beginning the month immediately following the effective date of the termination of this agreement.

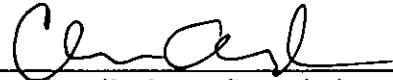
I. SIGNATORIES



Kenneth Merrifield, Commissioner
Department of Labor

5/18/21

Date



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21

Date

Approved by the Attorney General this _____ day of _____, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Signature 

Printed Name and Title

I. SIGNATORIES

Kerr
Kenneth Merrifield, Commissioner
Department of Labor

5/18/21
Date

Charles
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

5/24/21
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Takhmina Rakhmatova
Signature

Takhmina Rakhmatova
Printed Name and Title