

97



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

April 6, 2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police (NHSP), to enter into a Memorandum of Understanding (MOU) with the Department of Correction (DOC) to reimburse DOC, up to \$50,000 for an employee to work for Department of Safety (DOS) in an overtime capacity. Effective upon Governor and Council approval through June 30, 2022. 100% Revolving Funds.

Funding is available in the SFY 2022 operating budget as follows:

02-23-23-234010-40190000-Dept. of Safety – Div. of State Police – Criminal Record	<u>SFY 2022</u>
018-500106 – Overtime	\$41,081.00
060-500601 – Benefits	<u>8,919.00</u>
	<u>\$50,000.00</u>

EXPLANATION

This MOU authorizes the Department of Safety (DOS) to compensate a Department of Corrections (DOC) employee for work at DOS in an overtime capacity on nights and weekends to assist with alleviating the current backlog of Criminal Record requests. This individual previously worked within the NH State Police Criminal Records Unit and is proficient in the processing of Automated Fingerprint Identification System (AFIS) Fingerprints.

The processing that the AFIS Team conducts is specialized and since the training/experience needed to process AFIS prints can take several months before an individual becomes proficient, the ability to have assistance from an individual who previously worked in Criminal Records/AFIS will allow for the backlog to be reduced.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Memorandum of Understanding Between
The State of New Hampshire
Department of Corrections

And

Department of Safety
MOU-2022-DOC

1. General Provisions

- 1.1 This Memorandum of Understanding (MOU) is between the NH Department of Corrections, 105 Pleasant Street, P.O. Box 1806, Concord, NH 03302-1806, and the Department of Safety (DOS), 33 Hazen Drive, Concord, NH 03305 (Referred to as the "Parties").
- 1.2 DOS is responsible for conducting all criminal background checks for noncriminal justice agencies to comply with statutory requirements. DOS is experiencing an increased workload which has resulted in a backlog in the processing of criminal background requests, which is affecting the timeliness of these criminal checks being returned to noncriminal justice agencies.
- 1.3 The purpose of this MOU is for DOS to compensate DOC employee Kate Cilley, who previously worked within the NH State Police Criminal Records Unit and who is proficient in the processing of AFIS Fingerprints, to work for DOS in an overtime capacity to assist with alleviating the current backlog.
- 1.4 In connection with the performance of this MOU, DOC and DOS shall comply with applicable laws and regulations.

2. Term

- 2.1 Effective date: This MOU will be effective upon execution by all signatories, review by the Office of the Attorney General, and appropriate State of New Hampshire approval.
- 2.2 Price Limitation: The MOU shall not exceed \$50,000.00.
- 2.3 Duration: The duration of this MOU is from the Effective date through June 30, 2022.

- 2.4 Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the parties, review by the Office of the Attorney General, and appropriate State of New Hampshire approval.
- 2.5 Termination: Either party may unilaterally terminate this MOU upon written notice to the other party, in which case, the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.

3. Responsibilities of the Department of Safety

3.1 DOS agrees to:

- 3.1.1 Compensate DOC employee Kate Cilley, for overtime, or portion thereof worked for the NH State Police Criminal Records Unit in the processing of AFIS Fingerprints. The overtime rate will conform to Ms. Cilley's designated labor grade, as determined by the Department of Administrative Services.
- 3.1.2 Provide software and hardware required to facilitate the processing of AFIS Fingerprints.

4. Responsibilities of DOC

4.1 DOC agrees to:

- 4.1.1 Provide DOS with DOC employee Kate Cilley, who will work to assist the NH State Police Criminal Records Unit in the processing of AFIS Fingerprints. Ms. Cilley will work in this overtime capacity on the days/hours that are convenient for her and she will be under no obligation to work on specific days or work a minimum number of overtime hours per week. Ms. Cilley is taking part in this overtime assignment in a strictly voluntarily capacity and may choose to no longer take part in DOS overtime at any time.
- 4.1.2 Notwithstanding 3.1.1 and 4.1.1 of this MOU, DOS will issue a laptop to DOC employee Kate Cilley to facilitate telework for DOS for the processing of AFIS Fingerprints in an overtime capacity.

Ms. Cilley shall adhere to all confidentiality and CJIS requirements with regards to the criminal justice information while teleworking.

4.1.3 Send a bi-weekly invoice to DOS at:

accountspayable@dos.nh.gov

4.1.4 NHSP Point of Contact:
Tammy Holso tammy.m.holso@dos.nh.gov
Administrator III
Department of Safety
Division of State Police
33 Hazen Drive
Concord, NH 03305

5 It is Further Understood and Agreed Between the Parties:

5.1 The Parties understand that DOC Employee Kate Cilley, will have access to criminal justice information, and therefore she is subject to applicable state and federal laws and regulations, as well as the current CJIS Security Policies and procedures (Criminal Justice Information Services (CJIS) Security Policy — FBI).

5.2 Notwithstanding any provision of this MOU to the contrary, all assistance being provided by Ms. Cilley is contingent upon the availability and continued need of staff to assist DOS with AFIS Fingerprint processing.

5.3 Ms. Cilley, while assigned to work overtime for the NH State Police Criminal Records Unit, shall be considered an employee of the NH DOC for all matters incident to the performance of services provided pursuant to this MOU.

5.4 This MOU shall be construed in accordance with the laws of the State of New Hampshire.

5.5 The parties hereto do not intend to benefit any third parties, and this MOU shall not be construed to confer any such benefit.

5.6 The parties agree that the obligations, agreements and promises made under this MOU are not intended to be legally binding on the parties and are not legally enforceable.

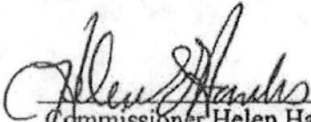
5.7 Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

5.8 In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.

5.9 This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related thereto.

5.10 Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being specifically preserved.

Approvals:



Commissioner Helen Hanks
NH Department of Corrections

2/14/2022
Date



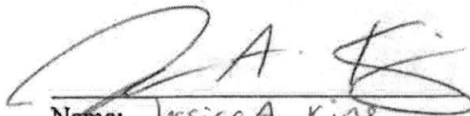
Commissioner Robert Quinn
NH Department of Safety

2/24/22
Date

The preceding Memorandum of Understanding, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/22
Date:



Name: Jessica A. King
Title: Assistant Attorney General

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Date:

Name:
Title: