



# 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

September 16, 2021

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 retroactively enter into a Memorandum of Understanding (MOU) with the Office of Professional Licensure and Certification (OPLC) to reimburse OPLC, up to \$50,000 for employees to work for Department of Safety (DOS) in an overtime capacity. Effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022. Funding Source: 100% Revolving Fund

Funding is available in the SFY2022 operating budget as follows:

02-23-23-234010-40190000 – Dept. of Safety – Div. of State Police – Criminal Records	<u>SFY2022</u>
018-500106 - Overtime	\$ 41,081
060-500601 - Benefits	<u>8,919</u>
	<u>\$50,000</u>

### EXPLANATION

This MOU is retroactive because OPLC employees were needed immediately to help address an applicant backlog of over 3,000 fingerprints. NHSP will reimburse OPLC for overtime worked by current OPLC employees who previously worked within the NH State Police Criminal Records Unit. These OPLC employees are proficient in the processing of Automated Fingerprint Identification System (AFIS) fingerprint processing and have agreed to work in an overtime capacity on nights and weekends to assist with alleviating the current backlog.

The backlog in applicant fingerprint processing directly impacts teacher, school bus operator, and health care certifications. Processing AFIS prints is a specialized skill that requires training and experience which can take several months to obtain. These previous Criminal Records/AFIS employees are already trained and ready to assist with processing during nights and weekends to help reduce the backlog.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

Memorandum of Understanding Between  
The State of New Hampshire  
Office of Professional Licensure and Certification

And

Department of Safety  
MOU-2021-OPLC

1. General Provisions

1.1 This Memorandum of Understanding (MOU) is between the Office of Professional Licensure and Certification (OPLC), 7 Eagle Square, Concord, NH 03301, and the Department of Safety (DOS), 33 Hazen Drive, Concord, NH 03301 (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 certain OPLC employees who previously worked within the NH State Police Criminal Records Unit and who are proficient in the processing of AFIS Fingerprints, to work for DOS in an overtime capacity on nights and weekends to assist with alleviating the current backlog.

1.4 In connection with the performance of this MOU, OPLC 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 OPLC staff for each hour of overtime worked within the NH State Police Criminal Records Unit processing AFIS Fingerprints. The rate will vary contingent on the OPLC employee'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 OPLC

#### 4.1 OPLC agrees to:

4.1.1 Provide DOS with three OPLC Employees, who will work some nights and weekend days within the NH State Police Criminal Records Unit to process AFIS Fingerprints. The three OPLC Employees working in this overtime capacity will do so when the days/hours are convenient for them and they are under no obligation to work on specific days or work a minimum number of overtime hours per week. The OPLC Employees taking part in this overtime assignment are doing so strictly voluntarily and they may choose to no longer take part in DOS overtime at any time.

4.1.2 Send a bi-weekly invoice to DOS at:

[accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov)

4.1.3 NHSP Point of Contact:  
Tammy Holso [tammy.m.holso@dos.nh.gov](mailto: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 the OPLC employees will have access to criminal justice information and therefore are 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 OPLC Employees is contingent upon the availability and continued need of staff to assist DOS with AFIS Fingerprint processing.

5.3 OPLC Employees assigned to work overtime within the NH State Police Criminal Records Unit shall be considered employees of OPLC 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.

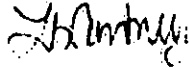
5.7 Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

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:



Lindsey B. Courtney, Executive Director  
NH Office of Professional Licensure and Certification

9/9/21

Date



Steven R. Lavoie, Director of Administration  
NH Department of Safety

9/10/21

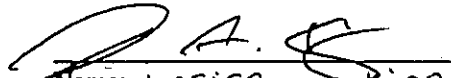
Date

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

OFFICE OF THE ATTORNEY GENERAL

9/14/21

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: