



ROBERT L. QUINN
COMMISSIONER

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

August 9, 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 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 through June 30, 2023. 100% Revolving Funds

Funding is available in the SFY 2023 operating budget as follows:

02-23-23-234010-40190000-Dept. of Safety – Div. of State Police – Criminal Record	<u>SFY 2023</u>
018-500106 – Overtime	\$41,081.00
060-500601 – Benefits	<u>8,919.00</u>
	<u>\$50,000.00</u>

EXPLANATION

This MOU is for DOS to compensate certain OPLC for employees who previously worked within the NH State Police Criminal Records Unit and who are proficient in the processing of Automated Fingerprint Identification System (AFIS) Fingerprints, to work for DOS in an overtime capacity on nights and weekends to assist with processing requests.

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 the employees, who were previous Criminal Records/AFIS Employees, assist with this processing will allow for the backlog to be reduced.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the **Office of Professional Licensure and Certification (OPLC)** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the **Department of Safety (DOS)** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 310-A:1 the OPLC is responsible for promoting efficiencies and economy in the administration of the business processing, recordkeeping and other administrative and clerical operations of professional licensing and certification boards, including both professional healthcare licensing and professional technical licensing, some of which require completion of criminal history record checks.

Whereas, the **Office of Professional Licensure and Certification** desires to assist the Department of Safety with processing the backlog of requests for criminal history record checks in order to minimize delays in the administration of business processing for professional licensing and certification boards.

Whereas, pursuant to RSA 106-B:14 and NH Administrative Rule Saf-C 5700, the Department of Safety is responsible for disseminating NH Criminal History Record Information (CHRI) for non-criminal justice purposes, which includes the need for a criminal history record check for some professional licenses and/or certifications.

Whereas, the **Department of Safety** desires to eliminate the backlog of requests for criminal history record checks in order to increase the efficiencies of licensing procedures over the next few years.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The Office of Professional Licensure and Certification agrees to:
 - ☐ A. Pay the Department of Safety the amount of \$0 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
 - ☒ B. Perform the services described in the attached MOU Exhibit A, hereby incorporated by reference.
2. The Department of Safety agrees to:
 - ☒ A. Pay Office of Professional Licensure and Certification an amount not to exceed \$50,000 for the services described in the attached MOU Exhibit A, hereby incorporated by reference.
Payment shall be provided from 10-021-024040000.
 - ☒ B. Perform the services described in the attached MOU Exhibit A, hereby incorporated by reference.

OPLC Initials: LBC

Date: Jul 13, 2022

MOU-2023-ADMIN-01-DOS

Page 1 of 3

DOS Initials: Ed

Date: 7/13/22

MOU Between OPLC & DOS

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until **June 30, 2023** with the ability to extend services for up to two (2) additional years.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, 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 relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

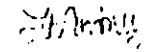
MOU-2023-ADMIN-01-DOS

Page 2 of 3

OPLC Initials: LBCDate: 7/13/2022DOS Initials: [Signature]Date: 7/18/22

MOU Between OPLC & DOS

14. Office of Professional Licensure and Certification




Lindsey B. Courtney
Executive Director

Jul 13, 2022

Date

15. Department of Safety

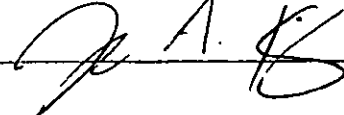


Robert L. Quinn
Commissioner

7/18/22

Date

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:  On: 8/16/22
Date

Approved by the Governor and Executive Council

By: _____ On: _____
Date

MOU Exhibit A Scope of Services

1. RESPONSIBILITIES OF THE DEPARTMENT OF SAFETY

1.1. The Department of Safety (DOS) agrees to:

- 1.1.1. Provide software and hardware required for teleworking to facilitate the processing of the Automated Fingerprint Identification System (AFIS) Fingerprints, which includes, but is not limited to:
 - 1.1.1.1. One (1) laptop computer issued to the Office of Professional Licensure and Certification (OPLC) staff person for the duration of the MOU.
 - 1.1.1.2. One (1) computer monitor issued directly to the OPLC staff person for the duration of the MOU.
 - 1.1.1.3. One (1) computer mouse issued directly to the OPLC staff person for the duration of the MOU.
 - 1.1.1.4. One (1) keyboard issued directly to the OPLC staff person for the duration of the MOU.
- 1.1.2. Reimburse OPLC for each hour of overtime the OPLC staff works within the NH State Police Criminal records Unit at the rate of time-and-a-half the current rate of pay for the OPLC, which will vary contingent upon the OPLC employee's designed labor grade and step, as determined by the Department of Administrative Services (DAS).

2. RESPONSIBILITIES OF OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

2.1. The Office of Professional Licensure and Certification (OPLC) agrees to:

- 2.1.1. Provide DOS with one (1) OPLC employee who is fully trained to process AFIS Fingerprints who works remotely some nights and weekend days for the NH State Police Criminal Records Unit to process AFIS Fingerprints. The OPLC employee:
 - 2.1.1.1. Shall adhere to all confidentiality and Criminal Justice Information Systems (CJIS) requirements regarding the criminal justice information while teleworking;
 - 2.1.1.2. May work in this overtime capacity during days and hours of convenience to the employee;
 - 2.1.1.3. Is not under any obligation to work on specific days;
 - 2.1.1.4. Is not under any obligation to work a minimum number of overtime hours;
 - 2.1.1.5. Participates in the overtime assignment on a strictly voluntary basis; and
 - 2.1.1.6. May choose to no longer take part in the DOS overtime at any time, which in so doing results in immediate termination of this MOU.

MOU-2023-ADMIN-01-DOS

OPLC Initials: LBC
Date: Jul 13, 2022

DOS Initials: R.P.
Date: 7/18/22

MOU Exhibit A Scope of Services

- 2.1.2. Allow the one (1) OPLC staff to work overtime, within the parameters of Paragraph 2.1.1, above, which includes, but is not limited to:
 - 2.1.2.1. Processing criminal Livescan arrest cases that are entered into the AFIS System from the Livescan sites, statewide, that include:
 - 2.1.2.1.1. Police Departments;
 - 2.1.2.1.2. Jails; and
 - 2.1.2.1.3. Prisons.
 - 2.1.2.2. Classifying the fingerprints.
 - 2.1.2.3. Reviewing and correcting issues with the descriptor information, which includes both physical descriptors and arrest charge information.
 - 2.1.2.4. Updating the state criminal history database (CCHS) with new arrest information for each arrestee that is presented.
 - 2.1.2.5. Updating the Federal criminal record through the Federal Bureau of Investigations (FBI) (III).
 - 2.1.2.6. Assisting the DOS Unit Supervisor with any AFIS-related questions.
 - 2.1.2.7. Other duties relating to processing cases through the AFIS system.

MOU Exhibit B

Payment Terms

- 1.1. The maximum amount of funds available for reimbursement under this Agreement from the Department of Safety (DOS) to the Office of Professional Licensure and Certification (OPLC) shall not exceed \$50,000 in State Fiscal Year 2023, and \$50,000 in State Fiscal Year 2024.
- 1.2. Payment shall be on an hourly basis for actual hours worked in the fulfillment of this MOU.
- 1.3. The OPLC shall submit a biweekly invoice to DOS. The OPLC shall:
 - 1.3.1. Ensure the invoice is presented in a form that is acceptable to DOS;
 - 1.3.2. Ensure the invoice identifies and requests payment for actual overtime hours worked for the previous two weeks; and
 - 1.3.3. Ensure the invoice is dated and returned to DOS in order to initiate payment.
- 1.4. In lieu of hard copies, the OPLC shall e-mail all invoices to accountspayable@dos.nh.gov.
- 1.5. The DOS NH State Police Point of Contact is:

Tammy Holso, Administrator III
Department of Safety, Division of State Police
33 Hazen Drive
Concord, NH 03301
(tammy.m.holso@dos.nh.gov)
- 1.6. DOS shall make an intergovernmental payment to the OPLC within thirty (30) days of receipt of each invoice.
- 1.7. The final invoice and supporting documentation for authorized expenses shall be due to DOS no later than forty (40) days after the MOU completion date.
- 1.8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office, which may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

MOU-2023-ADMIN-01-DOS

OPLC Initials: LBC
Date: Jul 13, 2022

DOS Initials: [Signature]
Date: 7/12/22






Binder1

Final Audit Report

2022-07-13

Created:	2022-07-13
By:	Denise Sherburne (Denise.M.Sherburne@oplc.nh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS3MbXqUjjzJMypjW1SyqLPvujYSN-J0A

"Binder1" History

-  Document created by Denise Sherburne (Denise.M.Sherburne@oplc.nh.gov)
2022-07-13 - 3:03:25 PM GMT
-  Document emailed to Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov) for signature
2022-07-13 - 3:07:07 PM GMT
-  Email viewed by Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov)
2022-07-13 - 5:09:44 PM GMT
-  Document e-signed by Lindsey Courtney (lindsey.b.courtney@oplc.nh.gov)
Signature Date: 2022-07-13 - 5:10:43 PM GMT - Time Source: server
-  Agreement completed.
2022-07-13 - 5:10:43 PM GMT



Adobe Acrobat Sign