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State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

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Assistant Commissioner  
(603)-271-3204

November 16, 2018

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services (DAS) to enter into a Memorandum of Understanding (MOU) with the NH Liquor Commission (NHLC) in the amount of \$20,000 for the purpose of covering overtime by DAS personnel in support of NHLC's NextGen Project and performing tasks as outlined in the MOU effective upon Governor and Council approval through December 31, 2019.

Funding for this MOU is available in the SFY 2019 Capital budget and are anticipated to be available in SFY 2020. Should funding become unavailable in the capital budget, any balance will be paid from the future operating budget.

02-77-77-770000-17110000-034 Liquor Commission- Capital Projects FY 19 \$20,000

02-77-77-771512-1030000-024 Liquor Commission – Maint. Other Than Build.-Grnds

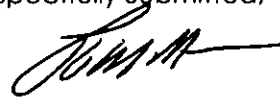
**EXPLANATION**

The Memorandum of Understanding (MOU) between the NH Liquor Commission and the Department of Administrative Services provides for financial reimbursement of overtime expenses incurred by DAS employees in support of timely development and testing of data exchanges/interfaces between NH FIRST and D365 as part of the NHLC NextGen Project. Overtime is required for DAS to perform the necessary tasks on the schedule required for NHLC while continuing to maintain normal DAS and NH FIRST operations.

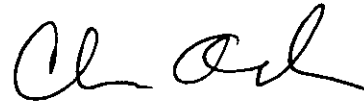
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
November 9, 2018  
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The Department of Administrative Services and the NH Liquor Commission request the approval of this MOU.

Respectfully Submitted,



Joseph W. Mollica, Chairman  
NH Liquor Commission



Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

## MEMORANDUM OF UNDERSTANDING

### A. AGREEMENT

This Memorandum of Understanding between the NH Liquor Commission (NHLC) and the Department of Administrative Services (DAS) sets forth the terms and conditions whereby NHLC will pay DAS for overtime expenses incurred as a result of DAS staff performing tasks in support of NHLC's NextGen project.

### B. PERSONNEL

DAS will utilize existing personnel with necessary expertise to perform the tasks required.

### C. SCOPE OF WORK

Work assignments for DAS personnel will be directed by DAS management based on the needs and requirements of the NHLC project. Tasks to be performed will include:

- Prepare files to extract historic, current, and future data from NH FIRST to be provided to the NHLC D365 system based on technical specifications provided by NHLC, and their Contractor, AlfaPeople.
- Provide feedback to NHLC and AlfaPeople to aid them in understanding the functioning of NH FIRST and preparation of data files to interface to NH FIRST.
- Work with NHLC and AlfaPeople staff to define the appropriate flow of data between NH FIRST and D365 based on expected future business processes.
- Test interface data files coming into NH FIRST.
- Participate in User Acceptance Testing of financial operations for and between D365 and NH FIRST.
- Modify existing interface protocols for NH FIRST to accommodate new NHLC files and business procedures.
- Other related duties necessary to assist NHLC and AlfaPeople in setting up and testing the D365 system and interfacing to/from NH FIRST.

### D. PAYMENT FOR SERVICES

NHLC shall set aside funds in the amount of \$20,000.00. These funds are expected to reasonably cover all expected expenses for overtime work performed by DAS personnel for the duration of the MOU. Costs charged to NHLC shall include overtime pay based

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on the pay rate of staff performing work plus all applicable benefits and other costs associated with the overtime hours. DAS shall invoice NHLC monthly for actual payroll costs incurred for overtime for tasks performed under this MOU.

DAS staff shall keep track of overtime hours worked for NHLC using a specific Activity Code in the NH FIRST timekeeping system. The timekeeping documentation shall be available for review by NHLC at any time.

DAS agrees to provide the computer, computer program licenses, office space and appropriate furniture for all staff performing work for NHLC in an overtime capacity under this MOU.

**E. EVALUATION**

Services under this contact must be provided in a manner satisfactory to NHLC and DAS. In the event that NHLC determines that the services are not provided in a satisfactory manner, NHLC shall report its concern to DAS, and DAS shall take appropriate action to address NHLC's concerns.

**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.

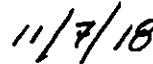
Neither this Agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the state of New Hampshire.

**G. DURATION**

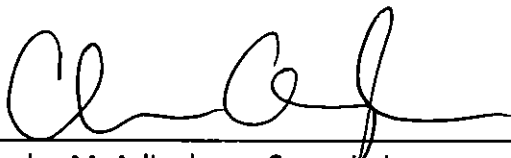
The Agreement is effective upon approval by the Governor and Council, and shall continue through December 31, 2019, subject to the availability of sufficient funds.



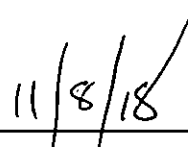
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Joseph W. Mollica, Chairman  
NH Liquor Commission



\_\_\_\_\_  
Date



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Charles M. Arlinghaus, Commissioner  
Department of Administrative Services



\_\_\_\_\_  
Date

Approved by the Attorney General this 20 day of November, 2018, as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

  
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